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**Title: ABC, Inc. and National Association of Broadcast Employees and Technicians (NABET), Broadcasting and Cable Television Workers Sector of the Communications Workers of America, Communications Workers of America (CWA), AFL-CIO-CLC (2003)**

**K#: 5779**

**Employer Name: ABC, Inc.**

**Location: National**

**Union: National Association of Broadcast Employees and Technicians (NABET), Broadcasting and Cable Television Workers Sector of the Communications Workers of America, Communications Workers of America (CWA), AFL-CIO-CLC**

**Local:**

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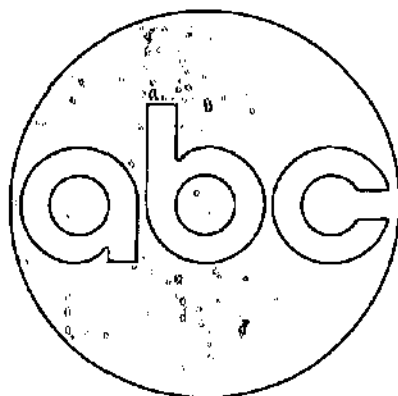
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**NABET-CWA**  
**ABC**  
**MASTER**  
**AGREEMENT**  
**2003-2007**



# MASTER AGREEMENT

## TABLE OF CONTENTS

### General Articles

<u>Article</u>		
I	Recognition and Warranty.....	2
II	No Discrimination.....	2
III	Employment.....	3
IV	Check-off.....	8
V	No Strikes or Lockouts.....	9
VI	Transfer of Work.....	10
VII	Program Origination.....	10
VIII	Work Schedule, Overtime and Penalties.....	17
IX	Meal Periods.....	24
X	Night Shift Differential.....	24
XI	Seniority, Layoffs and Rehires.....	25
XII	Transfers, Training and Temporary Upgrading.....	34
XIII	Leave of Absence.....	36
XIV	Discharges.....	39
XV	Severance Pay.....	42
XVI	Travel Time.....	43
XVII	Use of Employee's Car.....	48
XVIII	Holidays.....	49
XIX	Vacations.....	52
XX	Grievances and Arbitration.....	58
XXI	Safety Committee.....	65
XXII	Insurance.....	66
XXIII	Retirement Plan.....	69
XXIV	On-Camera Appearances.....	70
XXV	Local Quarterly Meetings.....	72
XXVI	Sick Leave.....	73
XXVII	Tuition Contribution.....	76
XVIII	Savings and Investment Plan.....	76
XXIX	Dental Expense Insurance Program.....	76
XXX	Term of Agreement.....	77

## Individual Articles

### Article

A.	Engineering Agreement .....	78
	A-I - Scope of Unit .....	78
	A-II - Technical Equipment and Jurisdiction .....	78
	A-III - Classifications and Wage Scales .....	103
	A-IV - Technical Director and Technical Lighting .....	106
	A-V - Issuance of Work Assignments .....	107
	A-VI - Sound Effects - Chicago and Los Angeles .....	108
	A-VII - Manning of Transmitters .....	110
	A-VIII - Meal Periods .....	112
	A-IX - Rest Periods .....	116
	A-X - Equipment Excessive In Weight .....	117
	A-XI - Use of Employee's Car .....	117
	A-XII - Air Credits .....	118
	A-XIII - Company-Wide Employment Opportunities .....	118
	A-XIV - Daily Employment .....	119
B.	Traffic and Communications Agreement .....	127
	B-I - Scope of Unit .....	127
	B-II - Duties .....	127
	B-III - Classification and Wage Scales .....	130
	B-IV - Transportation for Female Employees .....	133
	B-V - Seniority .....	133
	B-VI - Company-Wide Employment Opportunities .....	134
D.	Desk Assistants Agreement - New York .....	135
	D-I - Scope of Unit .....	135
	D-II - Duties .....	135
	D-III - Classification and Wage Scales .....	136
	D-IV - Revisions .....	137
	D-V - Part-Time Employees .....	138
	D-VI - Working Conditions .....	139
	D-VII - Transportation for Employees .....	139
	D-VIII - Provisions of Section 7.7(b) .....	139

## Individual Articles

F.	Newswriters-Producers Agreement - San Francisco.....	140
	F-I - Scope of Unit.....	140
	F-II - Duties.....	141
	F-III - Classification and Wage Scales.....	143
	F-IV - Air Credits.....	150
	F-V - Scripts and Program Ideas.....	150
	F-VII - Provisions of Section 8.6(b).....	151
K.	Newswriters Agreement - Chicago.....	152
	K-I - Scope of Unit.....	152
	K-II - Duties.....	153
	K-III - Classification and Wage Scales.....	155
	K-IV - Credits.....	163
	K-V - Use of Materials.....	164
	K-VI - Meal Periods.....	164
O.	Newswriters Agreement - Los Angeles.....	165
	O-I - Scope of Unit.....	165
	O-II - Duties.....	166
	O-III - Classification and Wage Scales.....	168
	O-IV - Air Credits.....	176
	O-V - Use of Materials.....	177
P.	Plant Maintenance Agreement - Los Angeles.....	178
	P-I - Scope of Unit.....	178
	P-II - Duties.....	178
	P-III - Classification and Wage Scales.....	180
	P-IV - Lead Persons.....	184
	P-V - Seniority.....	184
	P-VI - Vacations.....	184
R.	Publicists Agreement - New York.....	185
	R-I - Scope of Unit.....	185
	R-II - Classification and Wage Scales.....	185
	R-III - Work Schedule, Overtime and Penalties.....	188
	R-IV - Holidays.....	189
	R-V - Provisions of Master Agreement Totally Inapplicable.....	189
	R-VI - Seniority.....	189
	R-VII - Vacation Relief Employees.....	190
	R-VIII - Travel.....	190
	R-IX - Transportation for Female Employees.....	191
	R-X - Vacations.....	191
	R-XI - Formal Event.....	193

T.	Radio Program Coordinators Agreement – Los Angeles .....	194
T-I	Scope of Unit .....	194
T-II	Duties .....	194
T-III	Classification and Wage Scales .....	195
T-IV	Work Schedule, Overtime and Penalties .....	195
T-V	Meal Periods .....	196
T-VI	Work Schedule for Daily Employees .....	196
X.	WABC-AM Talent/Telephone/Coordinator Agreement - New York .....	198
X-I	Scope of Unit .....	198
X-II	General Articles .....	198
X-III	Duties .....	199
X-IV	Employment .....	201
X-V	Work Schedule, Overtime and Penalties .....	202
X-VI	Part-Time Employees .....	203
X-VIII	Meal Period .....	204
X-IX	Performance of Technical Duties .....	205
X-X	Training .....	205
X-XI	Wage Scale .....	205
	Signature Page .....	206
	Statement of Interpretation .....	207
	Stipulation of Agreement .....	209
 <u>Sideletters.</u>		
AA -	Exception to Section 16.2(b) .....	222
AB -	Video Tape Agreement .....	222
AB-1 -	Video Tape Agreement .....	223
AC -	[Deleted] .....	224
AD -	[Deleted] .....	224
AE -	Section 14.3 .....	225
AF -	[Deleted] .....	225
AG -	Upgrading .....	225
AH -	[Deleted] .....	226
AI -	Written Stipulations .....	226

## Sideletters

AJ -	Special Severance Allowance.....	226
AK -	[Deleted].....	227
AL -	Washington, D.C. Engineering Agreement.....	227
AM -	[Deleted].....	231
AN -	7.1(i),A2.3(b)(7).....	232
AO -	[Deleted].....	232
AP -	[Deleted].....	232
AQ -	[Deleted].....	232
AR -	[Deleted].....	232
AS -	Traffic Vacation.....	232
AT -	[Deleted].....	233
AU -	[Deleted].....	233
AV -	[Deleted].....	233
AW -	[Deleted].....	233
AX -	Accidental Death and Dismemberment.....	233
AY -	Fonts.....	233
AZ -	[Deleted].....	234
BA -	Mini Cam Lighting.....	234
BB -	Stipulations (17) and (18) and Section A2.2(e) .....	234
BC -	Video Tape Editing Equipment.....	234
BD -	TD Work Rules.....	235
BE -	Interpretation of "in the field" in Section A8.7.....	237
BF -	[Deleted].....	237
BG -	[Deleted].....	237
BH -	[Deleted].....	237
BI -	TV Master Control Engineer Letter.....	238
BJ -	Chicago Agreements No Longer In Effect.....	238
BK -	[Deleted].....	238
BL -	Los Angeles Radio Program Coordinators.....	238
BM -	[Deleted].....	239
BN -	[Deleted].....	239
BO -	[Deleted].....	239
BP -	News Inserts.....	239
BQ -	[Deleted].....	239
BR -	Extended Leave of Absence Program.....	239
BS -	[Deleted].....	244
BT -	[Deleted].....	244
BU -	[Deleted].....	245
BV -	[No Provision] .....	245
BW -	[No Provision] .....	245
BX -	[No Provision] .....	245

## Sideletters

BY -	Quarterly Grievance Meetings.....	245
BZ -	[No Provision] .....	246
CA -	Radio Combo.....	246
CA-1-	Radio Maintenance.....	247
CA-2-	Radio Terminations.....	247
CA-3-	Radio Terminations.....	249
CA-4-	Last Hour Lunch - Radio.....	249
CA-5-	Board Shifts.....	250
CA-6-	Sideletter CA-2 Statement of Interpretation.....	250
CA-7-	WABC-AM/WPLJ Operational Understanding.....	253
CB -	[No Provision] .....	256
CC -	Temporary Maintenance Assignments.....	256
CD -	[Deleted] .....	256
CD-1-	[Deleted] .....	257
CD-2-	[Deleted] .....	257
CD-3-	[Deleted] .....	257
CD-4-	[Deleted] .....	257
CE -	San Francisco News Sideletter.....	257
CF -	Stipulation (19) - Rehiring.....	262
CG -	[Deleted] .....	262
CH -	[No Provision] .....	262
CI -	Traffic Coordinator 6A - Supervisory Functions.....	262
CJ -	Traffic Coordinator Remote Assignments.....	263
CK -	[Deleted].....	263
CL -	[No Provision].....	263
CM -	New York Graphic Artists.....	263
CM-1-	[Deleted].....	264
CM-2-	[Deleted].....	265
CN -	[No Provision].....	265
CO -	[No Provision].....	265
CP -	[No Provision].....	265
CQ -	[No Provision].....	265
CR -	[No Provision].....	265
CS -	Short-term Union Leave of Absence.....	265
CT -	[Deleted].....	266
CU -	[Deleted].....	266
CV -	New York Desk Assistants.....	266
CW -	Editorial Standards.....	267
CX -	Electronic Newsroom.....	268
CY -	Scheduling.....	270
CZ -	NewsOne.....	270



## Sideletters

DA -	Host Broadcaster.....	271
DB -	Program Origination.....	271
DC -	Semi - Annual Meetings.....	272
DD -	Health and Safety.....	272
DE -	Telecommunications.....	274
DF -	[Deleted].....	276
DG -	New York Talent Coordinators - Part Time.....	276
DH -	New York Talent Coordinators - Studios.....	276
DI -	Sports Production.....	276
DJ -	News Producer Assignments.....	277
DK -	Computer Systems.....	278
DL -	Teleconferencing.....	280
DM -	New York "Library" Agreement.....	280
DN -	Digital Cameras and Related Equipment.....	281
DO -	Outside Crews and Facilities Rental.....	283
DP -	"Retrofit" and "Modular Exchange".....	283
DQ -	Effects of Arbitration Award or Grievance or Arbitration Settlement.....	284
DR -	Poindexter Award.....	284
DS -	Four - Day Workweek.....	284
DT -	Daily Hire Benefits.....	285
DU -	Stewards/Officers - WABC/TV.....	286
DV -	Implementation of Sideletter DK.....	286
DW -	Section 14.1.....	289
DX -	[Deleted].....	289
DY -	Painters/Gardeners - Los Angeles.....	289
DZ -	Unsuitability - New York Publicists.....	291
DZ-1-	[Deleted].....	291
DZ-2-	Layoffs - New York Publicists.....	291
EA -	[Deleted].....	292
EB -	Satellite or Microwave Transmission.....	292
EC -	Timekeeping Devices.....	292
ED -	Pre-Audition Rooms.....	292
EE -	Aerial or Fixed Remote Cameras.....	293
EF -	Company Benefits Plans and Programs.....	293
EG -	Microphones And Other Audio Devices.....	296
EH -	Vendor Employees.....	296
EI -	Management Engineering Supervisors.....	297
EJ -	Subcontracted Production.....	298
EK -	Setup/Knockdown.....	298
EL -	Talent Recording.....	298

## Sideletters

EM -	Change of Names.....	298
EN -	KGO-TV and KGO-Radio Conditions.....	299
EN-1-	San Francisco Conditions.....	304
EO -	Outside Post Production - Los Angeles.....	305
EP -	Non-Covered Businesses.....	305
EQ -	Promo Review.....	305
ER -	Brittain/Hering Award.....	306
ES -	KABC-TV - New Facility.....	306
ET -	Training.....	306
EU -	Non-Represented AVID Editors.....	308
EV -	[Deleted].....	309
EW -	New York Technical Director Upgrades.....	309
EX -	Retiree Medical Benefits.....	309
EY -	[Deleted].....	310
EZ -	Voluntary Separation Program.....	311
FA -	Interpretation of Section 8.6(c).....	312
FB -	Daily Hire Defined Contribution Plan.....	312
FC -	News Assignment Managers.....	313
FD -	Flex Plan/401(k) Plan.....	313
FD-1-	Flex Plan/401 (k) Plan.....	313
FE -	Interpretation of Sideletters CX, DK, DV.....	314
FF -	Personal Services Agreements.....	314
FG -	News Producers - San Francisco.....	315
FH -	[Deleted].....	316
FI -	Desk Assistants Duties - Los Angeles.....	316
FJ -	[Deleted].....	316
FK -	[Deleted].....	316
FL -	[No Provision].....	316
FM -	Local On-Camera Appearance Rates.....	316
FN -	[Deleted].....	317
FO -	Legal Effects.....	317
FP -	SNG Assignment - Scheduling Meals.....	317
FQ -	Regis Promo Settlement.....	318
FR -	Microwave Receive Site Maintenance.....	318
FS -	Sale, Merger or Consolidation.....	318
FT -	Work Week Change.....	318
FU -	DK or CX Equipment.....	319
FV -	Sick and Disability Leave.....	319
FW -	Transmitters.....	320
FX -	Production Control Automation.....	321
FY -	Wash Up Pay.....	323

## Sideletters

FZ -	"P" Unit.....	323
GA -	Segment and Specialty News Producers - San Francisco.....	324
GB -	Segment and Specialty News Producers - Chicago and Los Angeles.....	324
GC -	Repair and/or Calibration of Equipment.....	325
GD -	New Technology and Consolidation.....	325
GE -	Sutro Tower.....	328
GF -	Direct Deposit.....	328
GH -	Section A2.2(e)9 Network and Local Station Newsgathering.....	329
GI -	Los Angeles and San Francisco 8.10(c).....	329
GJ -	Radio Network or Syndicated Programs KABC-AM, KLOS-FM, WABC-AM .....	330
GK -	Effect of "A" Unit Rate Compression.....	330
GL -	Grievance Withdrawals.....	332
GM -	Transmitter Engineer Supervisor.....	332
GN -	WABC-TV Two Person ENG Crew Rate.....	333
GO -	"O" Unit Daily Hires.....	334
GP -	Sideletter GD Wage Rates.....	334
GQ -	ABC-NABET Retirement Plan.....	334
GR -	Committee on 8.6(c) and A8.2(c).....	351
GS -	Section 529 College Savings Plan.....	351
GT -	1997-2003 Master Agreement Terms.....	352
GU -	Statement of Interpretation Article XII Upgrading.....	352

**NABET-CWA-ABC MASTER AGREEMENT**  
**2003-2007**

Master Agreement executed September, 26, 2003 but effective September 27, 2003, except as otherwise herein provided, between ABC, Inc., a wholly owned subsidiary of Disney Enterprises, Inc., a wholly owned subsidiary of the Walt Disney Company, Inc. (only as the owner of those television and radio stations, television and radio network facilities, and other entities and operations, which were covered by the 1981-1985 NABET-ABC Master Agreement and which formerly were included within the "American Broadcasting Company, a division of American Broadcasting Companies, Inc.", which stations, facilities, entities, and operations continue to be owned, directly or indirectly, by ABC, Inc. or by a subsidiary or division thereof, and which stations, facilities, entities, and operations shall hereinafter be called the "Company"), and the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communication Workers of America, AFL-CIO, CLC (hereinafter called the "Union").

It is the intent and purpose of the parties hereto to set forth herein the basic collective bargaining agreements between the parties in two (2) parts: (I) GENERAL ARTICLES covering those subjects which are uniformly applicable to substantially all of the basic relationships, hours of work and general conditions of employment, including a procedure for prompt, equitable adjustment of grievances to the end that there shall be no work stoppages or other interferences with operations during the life of these Agreements; and (II) INDIVIDUAL ARTICLES which will contain the description of each Bargaining Unit, which shall not be affected hereby, the rates of pay and any unusual working conditions which have no general application. In the event of any conflict between the General and Individual Articles, the Individual Articles will prevail. Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender, or vice versa.

Section 1.1

**GENERAL ARTICLES**

**ARTICLE I  
RECOGNITION AND WARRANTY**

**Section 1.1**

The Union represents and warrants, and it is of the essence hereof, that it represents for collective bargaining purposes all of the employees of the Company as defined in the applicable SCOPE OF UNIT clause, and the Company recognizes the Union as the exclusive bargaining agent for all such employees of the Company.

**ARTICLE II  
NO DISCRIMINATION**

**Section 2.1**

The Company will not discriminate against any employee for anything said, written or done in furtherance of the policies and aims of the Union. Neither the Union nor the Company will discriminate against any employee because of race, creed, sex, age, color, national origin or sexual orientation.

**Section 2.2**

- (a) The Company will not transfer or reassign any Shop Steward or any Officer of the Union without prior discussion with the Union and without a bona fide reason.
- (b) The Union agrees to furnish a list of all the respective Local Stewards and Officers to each office of the Company, and to notify the office promptly in writing of any change in the list. In addition, the Union will furnish each office of the Company with a special "Steward/Officer List" for that office, which list will not contain more than one (1) employee for each fifty (50) employees, or fraction thereof, of the employees in that office but in no event less than the number of employees specified below:

New York - 12  
Washington - 2  
Chicago - 3  
Los Angeles - 7  
San Francisco - 3

The Union will notify the appropriate office of the Company promptly in writing of any changes in the special "Steward/Officer List."

- (c) With respect to the Shop Stewards or Union Officers whose names appear on the special "Steward/Officer List" described in Subparagraph (b) above, the Company will not transfer or reassign an employee whose name appears on such List without the consent of the Local Union involved, unless there is no longer a need for the employee in his or her current assignment or the employee is unable to fulfill the requirements of his or her current assignment. If the Company proposes to transfer or reassign an employee on the "Steward/Officer List" for the above-enumerated reasons without the Union's consent thereto, the matter may be referred by either the Company or the Union to expedited arbitration under the provisions of Section 20.10.

[See Sideletter DU.]

### Section 2.3

- (a) The Company shall, when requested by a Local Union, schedule the Local President, the Local Vice-President or the Chairman of the Grievance Committee to tours which will facilitate discussion of labor matters with the Company. If any such person is on leave of absence or is not employed by the Company, a designee who is employed by the Company may be appointed by the Union in his or her place. It is agreed that no more than two (2) such officers or designees shall be so scheduled at any office of the Company.
- (b) The Company will endeavor to arrange the work schedule of Executive Board members and Shop Stewards so that they may attend regularly scheduled meetings of the Local Executive Board or Local Shop Stewards as the case may be.

## ARTICLE III EMPLOYMENT

### Section 3.1

- (a) As a condition of employment all employees referred to in Section 1.1 shall, thirty (30) days after the date of execution of this Agreement, or in the case of new employees, thirty (30) days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of each Agreement.

### Section 3.1(b)

- (b) In lieu of the provisions of (a) above, employees hired on a daily basis shall, after twenty (20) days of employment within a calendar year or thirty (30) days in two (2) consecutive calendar years, become members of the Union and remain members in good standing in the Union during the term of each Agreement.

### Section 3.2

The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, as required by the preceding Paragraph.

### Section 3.3

- (a) The Company shall give notice in writing to the President of the Local Union and the Sector President of the Union of opportunities for employment, except daily employment, in the classifications covered by each Agreement, and the maximum rate intended to be paid. Such written notice shall be of as long duration as practicable, and of at least fourteen (14) days' duration, except that in emergency situations, oral notice prior to employment, followed by written confirmation, shall suffice. The information contained in such notices shall also be posted on the Company bulletin boards in the home office in which the employment opportunities exist within said fourteen (14) day period. In filling vacancies in any classification covered by this Agreement, the Company will give consideration to NABET-CWA-represented employees of the Company in other units who apply to fill such vacancies in the home office in which they are then employed. Employees in the same Unit shall be given the opportunity to apply to fill such vacancies in their home office and each application received shall be considered by the Company, provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration.
- (b) If a regular employee in one Unit is transferred by the Company to another Unit in the same office of the Company, the following will apply:
  - (i) If the position to which the employee is transferred is a vacation relief position, and the employee is not retained as a regular employee at the conclusion of the vacation relief employment, or if at such time the employee notifies the Company that he or she does not wish to become a regular employee in the new Unit, the employee shall have the right at such time to return to the Unit from which he or she was

transferred, with the time spent in the new Unit being added to the employee's Unit Seniority in his or her original Unit; and if the vacation relief employment was in the engineering departments in New York or Los Angeles or in the engineering department of another office of the Company to which Stipulation (19) has become applicable, the employee will be entitled to the same benefits thereunder as other vacation relief employees, except for Paragraphs 2, 3, 6(a) and 6(b)(vi) of such Stipulation (19).

- (ii) If the position to which the employee has transferred is contemplated to be a regular position and if, prior to the employee's completion of the four (4) month period specified in Section 3.5 for attaining regular status in the new position, the employee either is scheduled for layoff from such position or the employee wishes to return to the Unit from which he or she was transferred, in either such case the employee shall have the right to return to the Unit from which he or she was transferred, with the time spent in the new Unit being added to the employee's Unit Seniority in his or her original Unit.
- (iii) During the period that a regular employee is filling a vacation relief position in another Unit under Subparagraph (i) above or during the probationary four (4) months that a regular employee is filling a regular position in another Unit under Subparagraph (ii) above, such employee will be entitled to the same benefits under Articles XXII, XXIII and XXVI of the Agreement as the employee was entitled to as a regular employee in the Unit from which he or she was transferred. The employee's vacation pay in the year during which such transfer has occurred will be based on the employee's wage rate in the position from which he or she was transferred unless he or she attains regular status in the new Unit before taking vacation in which event the wage rate will be based on that of the employee's new position. The compensation for any holiday payback days to which the employee is entitled under Article XVIII will be based on the wage rate he or she was being paid on the day the holiday was worked unless the employee attains regular status in the new Unit before taking the payback day off in which event the wage rate will be based on that of the employee's new position.
- (iv) During the period that a regular employee is filling a vacation relief position in another Unit under Subparagraph (i) above, or during the probationary four (4) months that a regular employee is filling a regular position in another Unit under Subparagraph (ii) above, the



Section 3.3(b)(iv) Cont'd

Company may elect to transfer the employee back to the Unit from which he or she was transferred, with the time spent in the new Unit being added to the employee's Unit Seniority in the original Unit, and such transfer may be made in the sole discretion of the Company. If, however, the Company moves to discharge the employee from the Company, such discharge will be subject to Article XIV of the Agreement.

- (v) In any case where an employee has transferred from one Unit to another, and another employee is engaged to fill the position of the transferee, such employee will be informed of the circumstances that created the vacancy and of the possibility that the transferee may be returned to his or her original position, under the various circumstances outlined in (i), (ii) and (iv) above, and it is understood that if the transferee returns to his or her original Unit, the Company may elect to lay off the employee who had been engaged to fill the vacancy created by the transfer and, notwithstanding any provision in the Master Agreement, the laid-off employee will not be entitled to any recall rights to which he or she would otherwise be entitled as a result of such period of employment.

(Sec Stipulation (19).)

Section 3.4

- (a) The Company agrees to refer all applicants upon hiring and in any event within seven (7) days after the commencement of work, to the Local offices of the Union for information and advice as to the Union Shop requirements of each Agreement and to notify the Local Union of such hiring within the seven (7) day period. The notice to the Local Union shall be in writing, and shall include the new employee's name, address, telephone number, starting wages and the employee's scheduling office. The Company will give each employee, when hired, a copy of Article III, Article IV and Article XI of this Agreement and the wage scales of the applicable Unit.
- (b) The Company, upon request of the Local Union, will supply such Local Union status sheets showing local wage changes (other than daily and weekly upgradings and general wage adjustments), leaves of absence of longer than one (1) week and terminations which have taken place in the active employment roster during the preceding month.

Section 3.5

- (a) All employees shall be temporary employees for a period of four (4) months from the date of their employment with the Company and shall thereafter be regular employees.
- (b) In lieu of the foregoing, in the event that the Company elects to offer a daily hire employee a position as a regular employee, such daily hire employee once engaged as a temporary employee shall remain a temporary employee for a period of one (1) month and shall thereafter become a regular employee. The foregoing shall apply only if such employee has worked as a daily hire for no less than one-hundred (100) days over the two (2) year period immediately preceding hire as a temporary employee into the same operating area (e.g., ABC News New York-based daily hire cameraman hired as ABC News New York-based temporary cameraman, or a daily hire Los Angeles-based soap camera operator hired as a temporary Los Angeles-based soap camera operator). Travel-only days are excluded in the above one-hundred (100) day calculation.
- (c) Temporary employees may be discharged or laid off in the sole discretion of the Company.

Section 3.6

Notwithstanding the provisions of 3.5 above, a vacation relief employee hired between March 1st and October 1st of any year shall be considered a temporary employee even though his or her period of employment extends beyond four (4) months, provided, however, that the employee shall become a regular employee if retained after October 31st of the year in question, or upon obtaining four (4) months' continuous service, whichever is the later.

Section 3.7

Upon completion of separate periods of service totaling one (1) year, but in the case of vacation relief service totaling more than fourteen (14) months, which although not continuous are separated by intervals of less than one (1) year, an employee shall become a regular employee and shall receive seniority credit for such service for all purposes. This shall only apply to any period of service which shall have been terminated for reasons of layoff, completion of vacation relief or an illness leave of absence.

Section 4.1

ARTICLE IV  
CHECK-OFF

Section 4.1

Upon receipt of a signed authorization of the employee involved, in the form set forth in Section 4.4, the Company shall deduct from the employee's paycheck the Union Initiation Fee and the dues payable by the employee to the Union and, at the option of a Local Union, the dues payable by him or her to the Local Union, during the period provided for in said authorization. The amount of the Union Initiation Fee will not be unreasonable.

Section 4.2

Deductions shall be made on account of initiation fees from the first (1st) paycheck of the employee after receipt of the authorization. Deductions shall be made on account of Union dues and Local Union dues from the first (1st) paycheck of the employee after receipt of the authorization and biweekly thereafter. Deductions of Union dues and Local Union dues shall not be made from severance pay.

Section 4.3

Deductions for Initiation Fee and for Local Union dues shall be remitted to the Local Union involved and deductions for Union dues shall be remitted to the International Office of the Union no later than the tenth (10th) day of the month following the deductions and shall include all deductions made in the previous month. The Company shall furnish the Sector and the Local Union, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction.

Section 4.4

The parties agree that the check-off authorizations shall be in the following form:

NAME.....DEPARTMENT.....

(Please Print)

SOCIAL SECURITY NUMBER.....

I hereby authorize the Company to deduct biweekly from my wages a sum equal to \_\_\_\_\_ (\_\_\_\_) of my total earnings for the previous biweekly period including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Company when notified in writing to do so by the Local Union in the area involved to deduct from my wages on account of Union Initiation Fee the sum of ..... Dollars which shall be paid (provide for period and number of payments). I further authorize the Company when notified to do so by the Local Union in the area involved to deduct from my wages on account of dues payable to that Local Union (provide for amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company to the Union and the Local Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between the Company and NABET-CWA, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by registered mail to the Company and the Union within such ten (10) day period.

Signature.....Date.....

## ARTICLE V NO STRIKES OR LOCKOUTS

### Section 5.1

It is agreed that there will be no stoppage of work, lockout or other interference with Company operations and that the employees hereunder will perform their regular and customary duties for the Company until one of the parties has failed to comply promptly with any final decision of the Impartial Umpire or an arbitrator pursuant to Article XX.

## Section 5.2

### Section 5.2

The Company will not assign, transfer or require employees to go to any radio or television station, transmitter, studio or property to perform the duties of employees who are on strike or to originate a program or programs especially for such station. In addition the Company shall not take any disciplinary action against an employee for his or her refusal to cross a picket line which has been established as the result of any authorized strike by members of the AFL-CIO, other than a picket line of any sort established against the Company by NABET-CWA during the term of this Agreement (except as permitted in Section 5.1 above).

## ARTICLE VI TRANSFER OF WORK

### Section 6.1

The Company agrees that it will not transfer or subcontract any work or functions covered by this Agreement and presently being performed by employees in the Bargaining Unit, or to which employees are entitled under the terms of this Agreement, to persons outside the Bargaining Unit provided that with respect to work or functions which in the past have been performed for the Company both by persons within and without the Unit the Company may continue to have such work performed outside the Bargaining Unit to a degree no greater than heretofore; and provided further that in the event that any "live" program is converted to optical film, nothing in this Section shall be construed as in any way restricting the assignment of any work or functions connected with the production and processing of such optical film to persons outside the Bargaining Unit.

## ARTICLE VII PROGRAM ORIENTATION

### Section 7.1

Except as hereinafter provided in Subsections (d), (e), (f), (i), (j), (k), (l) and (m) below, an Engineering employee or Engineering employees, as required, shall be present at the origin of Company television programs originating within the Continental United States (excluding Alaska).

As used in this Section 7.1, "Company television program(s)" (hereinafter "program" or "programs") shall include only program material or portions of programs (i.e., inserts or segments of any length) or entire programs, which in any case are broadcast by the Company and are either produced by the Company, or produced by others for the Company when the Company owns the basic underlying property rights in such program material, or portions of programs, or entire programs and subcontracts the production of the program to others.

(See A2.2(e)(9) and Sideletters BP, DB and GH .)

- (a) [Deleted.]
- (b) [Deleted.]
- (c) [Deleted.]
- (d) Commercial and sustaining programs originated in the studios of affiliated stations.
- (e) Programs originated within a three hundred fifty (350) mile radius of an Owned Station covered by this Agreement (such radius being hereinafter called the "radius") may be made by any single station within the radius, provided, however, that such station can supply the necessary Engineering personnel from its staff on regular payroll, and provided further that the pickup is not nearer to the Owned Station. Should either of the foregoing conditions not be met, any Owned Station covered by this Agreement shall make the pickup.
- (f) Programs originated outside the radius may be made by any single station within two hundred (200) miles of the pickup. If the assigned station is within the radius it must be able to supply the necessary Engineering personnel from its staff on regular payroll. If the station is outside the radius it must be able to supply twenty-five percent (25%) of the total number of Engineering personnel necessary to do the event (measured by the total number of Engineers required on the day-of-air or taping, or final day-of-air or taping in the case of a multiple-day event); if it cannot, any Owned Station covered by this Agreement shall make the pickup. If such station is able to supply twenty-five percent (25%) of the necessary number of Engineers, but less than one hundred percent (100%), the necessary additional Engineers will be persons covered by the provisions of the Master Agreement and/or up to the allowable maximum number of vendors pursuant to Sideletter EH.

Section 7.1(g)

(g) [Deleted.]

(h) [Deleted.]

- (i) News events when time does not permit the assignment of Engineering personnel to the point of pickup or when owned or leased equipment or telephone line facilities are not available to make the pickup

(See Sideletter AN.)

- (j) News and news special event programs originated on a pool basis by or together with any news and other information gathering company(ies) or organization(s) and/or any station(s). Nothing herein shall limit the right of the Company to utilize the facilities of the pool arrangement for its own origination when others involved in the pool are not broadcasting, provided that such facilities are utilized for such pool broadcast by other participants in the pool.

The Company agrees to review promptly with the Union any claim that the Engineering employees of the Company are not handling a reasonable proportion of the pool programs which it broadcasts. Where Company crews are needed for White House pool assignments in Washington, D.C., the Company will endeavor to give preference to the use of weekly staff employees for such assignments.

- (k) The operation, by Company personnel who are employed for the purpose of reporting news, of the following:
- (i) an audio tape or wire recorder which is battery- and/or spring-operated, weighs less than thirty (30) pounds as a unit, has only one (1) microphone input and a microphone cord not longer than twelve (12) feet, and no editing attachment; and
  - (ii) portable audio transmitting and receiving equipment of the "walkie talkie" type, when either is used in connection with on-the-spot news material or interviews to be included in news programs.

Audio tape or wire recorders of the type described in (i) above will be maintained by Engineers covered by this Agreement, but this will not preclude the Company personnel who operate such recorders from changing the batteries of the equipment which they operate pursuant to this Section.

Under no circumstances will AC power connections be used for recording on such audio tape or wire recorders.

- (l) Sessions and Committee or Council meetings originating from the United Nations. This exception shall not apply to originations or portions thereof when the Company uses its facilities at the United Nations; directs at the United Nations the program efforts; assigns Company personnel at the United Nations for participation in the pickup; or contributes any of the program elements at the United Nations; nor shall this exception apply to programs utilizing the United Nations for the purpose of locale or setting.
- (m) News programs originated by "beeper" or similar type phone.

(See Sideletters AL and BP)

#### Section 7.2 - Affiliate Defined

Affiliated radio and television stations are defined for the purpose of this Article as those stations under a written affiliation agreement which take ten (10) hours or more of Company network programs per month. The ten (10) hours are computed by adding the programs taken direct from the Company's network lines to those programs which have been recorded by engineers covered by this Agreement. Owned stations not covered by this Agreement (including but not limited to the following stations which are owned and operated, directly or indirectly, by ABC, Inc. or by a subsidiary or division thereof: WLS-AM (Chicago), WPVI-TV (Philadelphia), KTRK-TV (Houston), WTVD-TV (Durham-Raleigh, NC), KFSN-TV (Fresno), WJR-AM (Detroit), WHYT-FM (Detroit), WBAP-AM (Fort Worth), KSCS-FM (Fort Worth), WKHX-AM/FM (Atlanta, GA), WTVG-TV (Toledo), WJRT-TV (Flint) and KQRS-AM/FM (Minneapolis)) shall be considered affiliates for the purposes of this Article.

#### Section 7.3 - Recorded Material - Origin Of

The origin of the audio portion of Company television programs using audio material especially recorded for broadcasting shall be that point at which the recording is converted by reproducing equipment for broadcasting, provided the recording has been properly checked, edited or rerecorded by Engineering employees under this Agreement. The Company agrees that it will provide copies of the NABET-CWA Seal and that such Seal may be affixed to such recordings denoting that this provision has been complied with.



#### Section 7.4

##### Section 7.4 - No Access

Where the Company cannot obtain access to the point of pickup for any reason or where the facilities at the point of pickup or transmission facilities between such point and the Company's terminal facilities are not available, the Company may broadcast any program originated in cooperation with any company or organization without assigning an employee to the pickup. When time permits, the Company will notify the Union of its intended utilization of this Section prior to the broadcast.

##### Section 7.5

The Company agrees that it will not assign a non-NABET-CWA-represented Company employee to record a television program especially for the Company subject to the provisions of this Article.

##### Section 7.6 - Claims By Other Unions

In no event shall the Company refuse to assign an employee in any case where the Company would ordinarily assign an employee because of any claim made by any other union to the operation of all technical equipment in any particular area.

##### Section 7.7 - Meal Expense Allowance

- (a) An employee assigned to a scheduled field pickup or other authorized Company business that requires travel and/or work away from the home office overnight shall receive a per diem allowance of Fifty-Two Dollars (\$52.00) (increased to Fifty-Three Dollars (\$53.00) effective September 27, 2003; and increased to Fifty-Four Dollars (\$54.00) effective September 27, 2006) per day for meals and incidental expenses for each calendar day that the employee is away from the home office. (On assignments outside the Continental United States, the per diem allowance shall be the same as that provided to unrepresented staff employees of the Company on the same assignment.) The term "incidental expenses" as used in this Subsection (a) refers to expenses incurred for items such as laundry and tips. Employees will not be reimbursed for telephone calls and transportation (other than transportation and telephone calls authorized by the Company for business purposes). In the unusual case in which an employee incurs reasonable and necessary expenses in excess of the per diem allowance, the employee shall submit a statement of such expenses to the management representative for

approval. In the case of a remote in which meals are not readily available, the Company may cater meals in a restaurant, hotel dining room or equivalent accommodation, in which event, the per diem allowance shall be reduced by Three Dollars (\$3.00) for each meal other than breakfast so catered and One Dollar, Fifty Cents (\$1.50) for each breakfast so catered. For the purpose of applying the per diem allowance, an assignment in which the employee travels by air shall be deemed to start at his or her plane's scheduled departure time and end at the actual arrival time at the gate of the plane which the employee takes to return to his or her home office, provided that, if the actual arrival time of the plane at the gate is before 2:00 A.M., the assignment shall be deemed to have ended on the previous day. On all assignments covered hereunder lasting five (5) or more consecutive days, an employee shall receive, in addition to the per diem allowance provided above, a special laundry allowance of Three Dollars (\$3.00) (increased to Four Dollars (\$4.00) effective September 27, 2003) per day, retroactive to the first day of such assignment.

- (b) Employees assigned to field pickups not covered by the foregoing (including employees assigned to the studio and subsequently assigned to a field pickup for the remainder of their tour) shall be allowed a single payment of Twelve Dollars (\$12.00) (increased to Thirteen Dollars (\$13.00) effective September 27, 2003) for meals after eleven (11) elapsed hours, or Eighteen Dollars (\$18.00) (increased to Nineteen Dollars (\$19.00) effective September 27, 2003) after fifteen (15) elapsed hours, if the employee is on assignment in the field, at the end of such eleventh (11th) or fifteenth (15th) elapsed hour respectively. In lieu of the foregoing, when sleeping accommodations are not furnished but the assignment requires the employee to travel fifty (50) miles or more (one way) from the main office of the employee's Company office and requires absence from the employee's home office for at least fourteen (14) hours, a per diem will be paid in the amount Twenty-seven Dollars (\$27.00) (increased to Twenty-eight Dollars (\$28.00) effective September 27, 2003) in lieu of meals. Necessary incidental expenses such as taxi fares and tips shall be reimbursable on assignments covered by this Subparagraph (b).
- (c) In the event that less than eight (8) hours exists between the end of an employee's tour and the start of his or her next tour, the Company shall, at the request of the employee, provide hotel accommodations with single occupancy. Such accommodations shall be located within ten (10) miles of either the employee's location at the end of the employee's tour, or the location of the start of employee's next tour. The Company shall also, at the request of such employee, provide taxi or equivalent transportation to and from such accommodation at no cost to the employee.

#### Section 7.7(c) Cont'd

Because this Section 7.7 (c) is motivated by safety considerations, the parties agree that a regular or daily hire employee may not be entitled to such hotel accommodations or transportation, depending upon how far in distance an employee resides from the location at the end of an employee's tour. The parties agree to act reasonably in the application of this provision recognizing hotel or transportation accommodations are not automatic for a regular or local daily hire employee, even if there are fewer than eight (8) hours from the end of such employee's tour until the commencement of said employee's next tour.

- (d) In the event the Company provides a hotel room or equivalent accommodation for a local remote within an office of the Company which would not normally require an overnight stay, or for other contingencies, (e.g., weather, special reports), affected employees shall receive one Section 7.7(a) per diem payment for each night the employee is assigned to remain overnight in such accommodations.

*The grievance in New York relating to the transportation strike is withdrawn and shall not be refiled.*

#### Section 7.8 - Mileage

For the purpose of this Article, mileage shall be determined by AT&T and associated companies.

#### Section 7.9 - Strip Shows

The Company agrees to discuss in advance with the Union, programs originating from affiliates on a strip basis, when such a strip show is expected to be so originated for more than two (2) consecutive weeks.

#### Section 7.10

Nothing in this Article shall alter in any way the Union's exclusive jurisdiction over video tape as set forth in Article A-II.

#### Section 7.11

When technical equipment at the point of origination does not require the presence of an employee covered by the Engineering Agreement in order to originate a program from such point, nothing in this Article shall require the presence of such an employee.

This Section shall not be construed to infringe on NABET-CWA jurisdiction where work covered by the Agreement is required to be performed at remote locations, nor shall it preclude NABET-CWA from grieving as to whether work covered by the Agreement is or is not required in any specific remote pickup.

## ARTICLE VIII WORK SCHEDULE, OVERTIME AND PENALTIES

### Section 8.1 - Regular Work Day

A regular work day is defined as consisting of not less than eight (8) hours in any work day, which shall be computed by totaling the number of hours between the time an employee reports for work and the time of completion of the employee's duties for such work day, including meal periods where applicable. A tour of duty starting any day and continuing into the following day shall be considered as one (1) tour of duty and attributed to the first (1st) day.

### Section 8.2 - Regular Work Week

A regular work week is defined as consisting of any five (5) regular work days, as defined above, for a total of forty (40) hours, and as beginning at 12:01 A.M. Saturday and continuing until 12:00 Midnight the following Friday. Each employee shall have two (2) consecutive days off in each week. For this purpose, Friday and Saturday, if consecutive, shall be consecutive days off. No later than 7:00 P.M. of the preceding Tuesday (Wednesday in the event any of the following holidays should be celebrated on Monday: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Christmas Day and two (2) "floating" holidays designated by the Company under its policy applicable to unrepresented personnel), the Company shall post at the home office the work schedule of employees for the nine (9) day period beginning at 12:01 A.M. Saturday. If the schedule is not posted in accordance with the foregoing, it will automatically be the same as the last one posted.

Schedules posted by the Company will not show an employee as working a ninth (9th) or tenth (10th) consecutive day, against the employee's wishes unless the employee's schedule shows a specific assignment for either the ninth (9th) or tenth (10th) day of work or, if no specific assignment is shown, there is a genuine expectancy of a specific assignment occurring on either such day on the basis of programming information or operational requirements known at the time the schedule is posted, and upon inquiry the employee will be entitled to an explanation of the basis for such

## Section 8.2 Cont'd

expectancy. The possibility that a news or sports event may continue beyond its expected termination will be considered as a "genuine expectancy" for this purpose.

(See Sideletter FT.)

## **Section 8.3 - Turnaround**

There shall be a minimum of twelve (12) hours between the end of an employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-six (36) hours off consecutively and two (2) days off, sixty (60) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at Five Dollars (\$5.00) (increased to Seven Dollars and Fifty Cents (\$7.50) effective September 27, 2003) per hour for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Ten Dollars (\$10.00) (increased to Fifteen Dollars (\$15.00) effective September 27, 2003) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof. In the event that two (2) hours or less elapse between the end of any tour or extension thereof and the beginning of the next, the above turnaround provisions shall not apply and the tour shall be considered as one (1) continuous tour. None of the above turnaround provisions shall apply to regularly established watch changes where the parties have agreed upon a rotating watch system, or to tours separated by vacation or by leave of absence in excess of two (2) days.

## **Section 8.4 - Long Tours**

- (a) If an employee works more than eight (8) hours in any single tour, he or she shall be paid for all the hours in excess of eight (8) at time and one-half (1-1/2) times the regular rate of pay. Compensation for this excess time shall be in addition to any base pay to which such employee may be entitled regardless of the length of the tour in question. For example, an employee, who in any regular work week works three (3) eight (8) hour tours and one twenty-four (24) hour tour will be compensated at the employee's base pay for such work week plus sixteen (16) hours at one and one-half (1-1/2) times the employee's regular rate of pay.
- (b) If an employee is called back to work on a calendar day on which he or she has already started and completed a tour of duty, the employee shall be paid for the time between the end of such tour and his or her start of work on the

call-back. The employee shall receive not less than a total of eight (8) hours' pay for the intervening time plus the time worked on the call-back, provided, however, that for penalty purposes the call-back shall not be deemed extended beyond the time actually worked.

#### Section 8.5 - Overtime

- (a) Hours worked outside of a regular work week or a regular work day shall be regarded as overtime and compensated at time and one-half (1-1/2) times the regular rate of pay in quarter (1/4) hour segments, except that such overtime hours worked on tours to which Article X is applicable shall be additionally compensated for as provided therein. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay.

Up to one (1) hour of overtime not worked, whether scheduled orally or in writing, may be cancelled after an employee has reported to work, if the *Company determines in its sole discretion* that such work is not needed and the employee is released from duty. The foregoing sentence shall not be construed to eliminate or shorten overtime pay due an employee because of minimum calls on a sixth (6th) or seventh (7th) days or rescheduled under other provisions of the Master Agreement. Nor shall this provision otherwise restrict the Company's ability to cancel, eliminate or shorten overtime under other provisions of the Master Agreement.

- (b) If, on any particular studio assignment, an employee's shift is extended, at, or within fifteen (15) minutes of, the conclusion of the shift in fifteen (15) minute increments more than twice, the third and any subsequent extension for that assignment shall be for a period of no less than thirty (30) minutes.

#### Section 8.6 – Changes in Work Schedule

- (a) **Changes in Employees' Day or Days Off** - The posting of the nine (9) day schedule referred to in Section 8.2 shall freeze the employees' days off for the following nine (9) day period.
- (b) **Work on Scheduled Day Off** - An employee may be required to work on a scheduled day off. Seventy-two (72) hours' notice prior to 12:01 A.M. of the scheduled day off must be given, except if less notice is given a Twenty Dollar (\$20.00) penalty shall be paid. Except as provided in the following paragraph, in the event that such notice is given within such seventy-two (72)

Section 8.6 (b) Cont'd

hour period, at least eight (8) hours must elapse between the end of the employee's previous tour and the start of a tour on any originally scheduled day off. If less than eight (8) hours elapse and the employee agrees to work, then the elapsed time will be paid for as time worked and all hours will be paid for as one (1) continuous tour. In the event that the Company notifies an employee to report for work on a scheduled day off and then cancels such tour less than seventy-two (72) hours but more than twenty-four (24) hours prior to the scheduled starting time of work on such day off, the employee shall be paid a penalty of Thirty-Six Dollars (\$36.00); however, such employee shall be paid for such tour if (i) after such cancellation, he or she is again notified to report for work on such scheduled day off and the employee's tour is again canceled, or (ii) the Company cancels such tour upon less than such twenty-four (24) hours' notice.

- (c) (i) Daily Schedule Changes - Notice of daily schedule changes affecting starting time shall be given no later than 7:00 PM of the second (2nd) day prior to the day in question. If schedule changes are desired thereafter, such changes can only be made by adding work time to the previously scheduled hours at overtime rates as specified in Section 8.5.
- (ii) In lieu of the preceding paragraph, on scheduled field pickups or authorized Company business requiring travel and/or work away from the home office overnight, notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed starting time, but not later than 7:00 PM of the work day prior to the day in question, except that in the event an employee is notified after 7:00 PM of a starting time schedule change or is given less than ten (10) hours' advance notice a penalty of Thirteen Dollars (\$13.00) (increased to Fourteen Dollars (\$14.00) effective September 27, 2003) shall be paid. Starting time referred to above means either the original posted time or the new time-in, whichever is earlier.
- (iii) In lieu of the first paragraph of this Section, on: (1) news field assignments not covered by the second (2nd) paragraph of this Section using electronic cameras capable of being hand-held and associated equipment; and (2) news programs involving extended or special news coverage effective for all days of the coverage following the day the coverage begins (for all employees assigned, e.g., editing, studio, graphics, maintenance, etc.) notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed

Section 8.6 (c)(iii) Cont'd

starting time, but not later than 7:00 PM of the work day prior to the day in question, provided that (i) in the event an employee is notified after 7:00 PM of a starting time schedule change or is given less than ten (10) hours' advance notice, a penalty of Thirteen Dollars (\$13.00) (increased to Fourteen Dollars (\$14.00) effective September 27, 2003), shall be paid; or (ii) in the event an employee is notified after 11:00 P.M. of the work day prior to the day in question, the change in starting time can only be made by adding work time to the previously scheduled hours at overtime rates as specified in Section 8.5. The addition of such work time pursuant to (ii) shall be in lieu of the penalty set forth in (i) of this subparagraph.

In any case stated above, the assignment to which the employee is to be assigned shall govern.

(See Stipulation (6) and Sideletters FA and GR.)

Section 8.7

Before going on vacation, an employee will be informed as to what date he or she will first be required to report back to work.

Section 8.8

The posting of the weekly schedules and any subsequent daily schedule changes shall fulfill the Company's obligation of notification to the employees under this Article. The Company agrees to make every effort to change the posted schedules as soon as changes in starting time or end of tour time are known to the Company.

Section 8.9

- (a) If the employee has completed his or her tour prior to the posting of the daily schedule it shall be the Company's sole obligation to notify the employee of any change. Such notice shall be considered given as of the time it is received by the employee personally, or by any responsible person at the employee's home. For each completed telephone call made by the Company to an employee's home between Midnight and 7:00 AM, the employee shall be paid a penalty of Thirteen Dollars (\$13.00). In lieu of the preceding sentence, in the case of an employee who qualifies for night shift differential



#### Section 8.9 (a) Cont'd

under Section 10.1, for each completed telephone call made by the Company to an employee's home within eight (8) hours after the completion of the employee's prior shift, the employee shall be paid a penalty of Thirteen Dollars (\$13.00).

- (b) Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, if the Company calls an employee during the employee's off-duty hours and discusses Company business (other than a schedule change as referenced in paragraph (a) above) for more than ten (10) minutes, the employee shall receive one (1) hour's pay at his or her regular rate for each such completed call, provided the need to make the call does not result from an error or omission on the part of the employee. In the event an employee receives more than three (3) such calls in any one (1) calendar day, the employee shall receive no less than eight (8) hours' pay at his or her regular rate.
- (c) Each employee shall inform the Company of any change in his or her home address and provide the telephone number within seven (7) days after such change. Employees shall provide the Company with "unblocked" access to the telephone number provided to the Company.

#### Section 8.10 Excessive Assignments

- (a) If an employee has worked in excess of ten (10) consecutive days without having received at least one (1) day off, for all such days worked in excess of ten (10) and until such time as the employee has received a day off, the employee shall receive additional compensation at his or her straight-time rate of pay; provided, however, that if the employee is otherwise receiving at least time and one-half (1-1/2) his or her straight-time rate of pay for any hours thereof by virtue of another provision of this Agreement, the employee's additional compensation therefor under this Section shall be at one-half (1/2) the employee's straight-time rate of pay. It is not the intention of the Company to schedule an employee to work in excess of twelve (12) consecutive days unless such assignment is necessitated by unusual operating requirements.
- (b) The Company shall refrain from assigning employees for continuous excessive hours of work resulting in excessive mental and physical strain. In the event the Company does so assign employees, it is agreed that the matter shall be subject to the grievance procedure, and the Company shall give such grievance its immediate attention.

- (c) The Company will notify the President of the Local Union in advance of the operational use of new technical equipment or significant change in any established method of operation, provided that where the Local President is not an employee of the Company, a designee who is an employee may be appointed by the Union, and in such event, the Company will endeavor to send a copy of the above notice to said designee.

Whenever possible, such notice will be given in writing at least three (3) weeks prior to the placing of such equipment into operation or the making of such change. If the Local Union claims that the Company's action will impose or has imposed a significant increase in:

- (i) workload or
- (ii) physical, mental or nervous strain on the employees involved, which will or has resulted in an unreasonable workload or excessive physical, mental or nervous strain on such employees, it may invoke the grievance and arbitration procedures set forth in Article XX, including the expedited arbitration procedure. However, the expedited arbitration procedure can be invoked only within one (1) week following receipt of such notice, unless such time is extended by mutual agreement.

Should the arbitrator determine, under any and all factors which the arbitrator deems relevant, that the new technical equipment or changed method of operation imposes an unreasonable workload or excessive mental, physical or nervous strain on the employees involved, the arbitrator shall order the Company to devise an alternative which alleviates such condition, and the arbitrator will retain jurisdiction over the case until such time as he or she is satisfied that the condition has been corrected. Should the arbitrator determine, under any and all factors which the arbitrator deems relevant, that the increase in workload or mental, physical or nervous strain has rendered the employees' Group classification inappropriate, he or she may reclassify such employees within the existing Group classifications in the Agreement.

It is specifically agreed that the notice provisions of this clause shall not be applicable to minor changes in operations, or to emergency situations such as changes necessary to meet suddenly arising operational needs, provided, however, that nothing herein shall preclude the Company from giving the notice provided above in either such case.

#### Section 8.11

#### Section 8.11

Notwithstanding any provisions in this Article VIII or arbitration awards to the contrary, no employee shall be entitled to payment for any scheduled work time for which he or she is not present and available to perform work assigned by the Company (e.g., when an employee is late in reporting to work or leaves work early without authorization to do so), unless such absence has been approved by his or her management supervisor.

### ARTICLE IX MEAL PERIODS

#### Section 9.1

A meal period not to exceed one (1) hour shall be taken as near the middle of the shift as possible except in case of emergency or when a skeleton force is operating.

#### Section 9.2

During each work day in which an employee works two (2) or more hours beyond his or her regular work day the Company shall pay the employee Seven Dollars and Fifty Cents (\$7.50) (increased to Ten Dollars (\$10.00) effective September 27, 2003) to reimburse the employee for added expenses in addition to any overtime pay earned.

#### Section 9.3

This Article IX shall not affect the Engineering employees who have specific provisions, nor the present practice of groups who have no scheduled meal periods.

### ARTICLE X NIGHT SHIFT DIFFERENTIAL

#### Section 10.1

An employee who works at any time between the hours of 12:00 Midnight and 6:00 AM shall be paid a night shift differential of fifteen percent (15%) of his or

her straight-time rate of pay for all straight-time worked between such hours, and a differential of twenty-two and one-half percent (22.5%) of his or her straight-time rate of pay for all overtime worked between such hours.

(See Statement of Interpretation and Sideletter GT.)

Section 10.2

[Deleted.]

Section 10.3

An employee who has received night shift differential payments pursuant to Section 10.1 above for at least one hundred thirty (130) days during the previous calendar year shall receive a differential of fifteen percent (15%) of his or her straight-time rate of pay for each week of his or her scheduled vacation, as well as for the purpose of computing any severance pay to which the employee may become entitled pursuant to Section 15.1.

ARTICLE XI  
SENIORITY, LAYOFFS AND REHIRES

Section 11.1 - General Seniority Provisions

- (a) For all employees, all seniority dates from the first (1st) day of the month in question. The actual date when the employee initially commences work, however, shall control when the employee is competing against another employee under this Agreement for any privilege affected by seniority. In the event that more than one (1) regular employee has the same seniority date, and the relative seniority of such employees has not been previously established, lots shall be drawn in the presence of the employees affected, a Local Union officer and a Company representative not later than thirty (30) days after the date of this Agreement for the purpose of determining the relative seniority of the employees involved. In the event that more than one (1) employee commences working for the Company on the same day, lots shall be drawn in the presence of the employees affected, a Local Union officer and a Company representative not later than thirty (30) days after such commencement of work for the purpose of determining the relative seniority of the employees involved. If subsequent to the establishment of relative seniority as provided herein, the seniority date of an employee is changed so

Section 11.1(a) Cont'd

that he or she then has the same seniority date as one or more other employee(s) in the same Unit or separate seniority group, such employee will draw lots in the presence of a Local Union officer and a Company representative not later than thirty (30) days after the situation arose for the purpose of determining the employee's relative seniority with respect to such other employee(s).

(b) [Deleted.]

(c) The types of seniority are: (1) Total Company Seniority; (2) Unit Seniority; and (3) Pay Seniority.

Section 11.2

Total Company Seniority is measured by the length of service with the Company and is the controlling factor with respect to severance pay and length of vacation.

A regular employee with one (1) or more years of service who voluntarily leaves the Company's employ and who is reemployed within one (1) year shall, for the calendar year commencing after he or she has been so reemployed for at least twelve (12) months, and thereafter, receive credit for his or her continuous employment prior to resignation in determining the employee's Total Company Seniority for vacation purposes only.

Section 11.3

(a) The following shall apply at all offices of the Company except Los Angeles:

- (1) Unit Seniority is measured by length of service accumulated in all occupations presently covered by the Unit, or the separate seniority group within the Unit, in which the employee is employed and controls preference of vacation. It shall also control layoffs and rehiring as provided in this Article.
- (2) For Unit Seniority purposes under the Master Agreement, employees employed under the "A", "D", "F" and "K" Agreements shall be separately grouped as follows:

- (i) Master Television Seniority Group (consisting of all regular network and local television employees with a Unit Seniority date of or prior to July 20, 1989);
  - (ii) Network Television Seniority Group (consisting of all regular television employees hired after July 20, 1989 to work in network television);
  - (iii) Local Television Seniority Group (consisting of all regular television employees hired after July 20, 1989 to work in local television);
  - (iv) Radio Seniority Group, where applicable (consisting of all regular network and local radio employees).
- (3) When layoffs of regular television employees employed under the "A", "D", "F" and "K" Agreements are to be made in any office of the Company except Los Angeles, the following shall apply:
- (i) If the number of employees to be laid off from either network television or local television is equal to or less than the number of employees in the Network Television or Local Television Seniority Group, whichever is applicable, the employees in such group will be laid off in inverse order of seniority.
  - (ii) If the number of employees to be laid off from either network television or local television exceeds the number of employees in the Network Television or Local Television Seniority Group, whichever is applicable, after first laying off all employees in the applicable group, the excess shall be laid off in inverse order of seniority from the employees in the other group. If after all employees in both the Network Television and Local Television Seniority Groups have been laid off, the number of employees to be laid off still has not been reached, employees in the Master Television Seniority Group will then be laid off in inverse order of seniority.

Section 11.3 (a) (3) (iii)

- (iii) Notwithstanding the foregoing provisions of this subsection, in the event there is a layoff in New York in the "A" Engineering Unit at either network television or local television that will exceed the number of employees in either the Network Television or Local Television Seniority Groups, whichever is applicable at such time, the Master Television Seniority Group in New York shall thereupon cease to exist. In such event, those employees previously in the Master Television Seniority Group employed by network television thereupon shall be placed in the Network Television Seniority Group, and those employed by local television shall be placed in the Local Television Seniority Group, in both instances with their Unit Seniority from the former Master Television Group intact.

Any layoff shall first proceed in inverse order from the applicable list and any layoffs in excess of the number of employees previously in the Network Television or Local Television Seniority Groups, whichever is applicable, shall next occur in inverse order of Unit Seniority from among those employees previously in the Master Television Seniority Group employed, by either network television or local television, depending upon the Group in which the layoff is occurring.

- (iv) The recall rights of any employee who had been in the extinguished Master Seniority Group because of a Unit Seniority date of or prior to July 20, 1989 and has been laid off pursuant to subparagraph (iii) above, shall have recall rights only in the Network Television Operation or Local Television Operation, as the case may be, in which he or she was employed at the time of such layoff. Such rights nevertheless shall be determined strictly by his or her Unit Seniority date and without regard to the criteria set forth in the first paragraph of Section 11.7(a).

(See also Section 11.6(a) and (b).)

- (4) No employee may be compelled to accept a transfer from one separate seniority group to another. In the event an employee, with his or her consent, elects to accept a transfer, he or she shall be placed at the

bottom of his or her new separate seniority group for purposes of Unit Seniority, but his or her Total Company Seniority and Pay Seniority will remain unaffected by such transfer. However, in the event any regular radio engineering employee on the payroll as of July 20, 1989 is accepted for transfer to either the Network Television or the Local Television Seniority Group, such employee shall be credited, for seniority purposes in the Master Television Seniority Group, with all the seniority which he or she accrued while he or she was employed in radio. Nothing herein shall prohibit the Company from temporarily assigning employees to perform work in a seniority group other than the one in which they accrue Unit Seniority.

(b) In the Los Angeles office of the Company, the following shall apply in lieu of the foregoing Subparagraph (a):

- (1) Unit Seniority is measured by the length of service accumulated in all occupations covered by the separate seniority group within the Unit, or in the separate seniority group within the Unit, in which the employee is employed and controls preference of vacation. It shall also control layoffs and rehiring as provided in this Article.
- (2) For Unit Seniority purposes under the Master Agreement, employees employed under the "A" Agreement and "O" Agreement in the Los Angeles office, shall, be separately grouped as follows:

Network Television  
Local Television  
Radio

(See also Section 11.6(a) and (b).)

- (3) No employee may be compelled to accept a transfer from one separate seniority group to another. In the event an employee, with his or her consent, elects to accept a transfer, he or she shall be placed at the bottom of his or her new separate seniority group for purposes of Unit Seniority, but his or her Total Company Seniority and Pay Seniority will remain unaffected by such transfer. However, in the event any regular radio engineering employee on the payroll as of July 20, 1989 is accepted for transfer to either the Network Television or the Local Television seniority Group, such employee shall be credited, for seniority purposes, with all the seniority which he or she accrued while he or she was employed in radio.



#### Section 11.3 (b) (4)

- (4) Nothing herein shall prohibit the Company from temporarily assigning employees to perform work in a seniority group other than the one in which they accrue Unit Seniority. During the period of temporary assignment, such employees will continue to accrue Unit seniority.
- (c) Notwithstanding anything in this subsection 11.3 to the contrary, in the "A" Engineering Unit in the New York Office of the Company, if at any time, an employee who, with his or her consent, elects to accept a transfer from network television to local television, or vice versa, and accordingly from one separate seniority group to another, shall be credited with all Unit Seniority accrued prior to transfer, and his or her Company Seniority will remain unaffected by such transfer.

#### Section 11.4 - Company Offices

The offices of the Company are New York, Chicago, Los Angeles, San Francisco and Washington, D.C.

#### Section 11.5

Pay Seniority determines the employee's place on the escalator, except for "A" Unit (Engineering) Employees, and indicates the employee's anniversary date for pay purposes. *In determining the Pay Seniority of a new employee, the Company will consider the non-engineering employee's previous experience and, upon the Union's request, will discuss the employee's place on the escalator with the Union within fourteen (14) days after the Union is notified of his or her employment.* Non-engineering employees already on the payroll may have their Pay Seniority increased by the Company after the Union is notified.

*(See Sideletter GK Para. 1.)*

#### Section 11.6 – Layoffs

- (a) When layoffs (reductions in force) of employees are to be made in any unit, the Company, in its sole discretion, shall determine the number of employees to be laid off at each office. If such layoff shall be confined solely to temporary employees, the Company shall have the absolute right of selection among such employees. If such layoff shall involve both temporary and regular employees, the Company shall lay off all temporary employees at such office and then lay off regular employees at such office in inverse order of Unit Seniority, as defined in Section 11.3 of this Article.

(See Section 11.3(a)(3) and (b).)

- (b) Similarly, if a layoff shall involve only regular employees, such layoff shall proceed in inverse order of Unit Seniority at such office.

(See Section 11.3(a)(3) and (b).)

- (c) The Company shall not be required to transfer employees between offices in the event of a layoff.
- (d) Any regular employee who has accrued less than five (5) years of Unit Seniority or any vacation relief employee who is laid off shall receive two (2) weeks' written notice of such layoff or two (2) weeks' pay in lieu of such notice. Any regular employee who has accrued five (5) or more years of Unit Seniority who is laid off shall receive three (3) weeks' written notice of such layoff or three (3) weeks' pay in lieu of such notice. Notice of layoff or pay in lieu of such notice shall be in addition to any severance, vacation or holiday pay to which an employee may be entitled upon such layoff pursuant to this Agreement. Such notice shall include the date of layoff and the number of payback days and vacation days, if any, due to the employee. In the event notice is given to the employee as provided above, a copy thereof shall be sent to the Union.
- (e) In the event a regular employee is laid off and returns to the Unit or separate seniority group within the applicable period specified in Section 11.7, the employee's seniority for all purposes upon returning shall be that which he or she had on the date of such layoff.
- (f) In the event a temporary employee is laid off and returns to the Unit or separate seniority group within six (6) months, the employee's seniority for all purposes upon returning shall consist of all accumulated time worked for the Company in the Unit, which was separated by intervals of less than six (6) months.
- (g) The Company will give to each employee who is laid off and who has rehiring rights, a copy of Section 11.7 of this Agreement.

(See Stipulation (15) and Sideletter DZ-2.)

## Section 11.7

### Section 11.7 - Rehiring Rights

- (a) In the event the Company wishes to engage employees within any Unit at any office, or within any separate seniority group in any Unit enumerated in Section 11.3 at any office, it shall notify the Union, and the Company shall reemploy, in order of their Unit Seniority, any regular employees who were laid off from such separate seniority group in that office and who have rehiring rights at such time if the Company determines, in its sole judgment, that such employee(s) possesses the skills and abilities necessary to perform the work involved in the position(s) to be filled.

In television, however, all laid off employees with recall rights in the Master Television Seniority Group, if any, must be offered reemployment by the Company in either network television or local television prior to the Company offering reemployment to any laid off employees with recall rights in either the Network Television Seniority Group or the Local Television Seniority Group.

*[The foregoing paragraph is not applicable in the Los Angeles office of the Company and to the extent provided in Section 11.3(a)(3)(iii) and (iv).]*

An employee will be presumed to possess the requisite skills and abilities if the position to be filled is one which the employee was regularly performing at the time of his or her layoff. A regular employee shall have rehiring rights in the separate seniority group in the office from which he or she was laid off under this Article for the following periods:

- (i) three (3) years in the case of those who as of May 12, 2003, were employed as regular employees in the Units covered by this Agreement, or on layoff status therefrom with rehiring rights, or
  - (ii) two (2) years in the case of those employed after May 12, 2003.
- (b) (1) An employee on layoff has sole responsibility to keep the Company and the Union notified as to his or her current address.
- (2) The Company will notify an employee on layoff and who has rehiring rights under Section 11.7(a) of job availability in the Unit in the office from which he or she was laid off. This will be done by Registered Mail (Return Receipt Requested), and the employee is required to respond to the Employment Office of the Company within one (1) week of receipt of notification of the employee's intention to accept or decline the job.

Section 11.7 (b) (3)

- (3) Failure of the employee to respond within one (1) week after receipt of recall notice will nullify the employee's recall right to the job(s) offered.
  - (4) If the employee responds to the effect that he or she cannot accept the job, but wishes to consider future job offers within his or her recall period, the Company will notify the employee of such future job openings within the Unit in the office from which the employee was laid off, as in (2) and (3) above.
  - (5) If the employee fails to respond, the Company will not be required to notify the employee relative to subsequent job openings, until such time as a written response is received from the employee.
- (c) The provisions of this Section 11.7 shall apply only to employment which, at the time of hiring, is anticipated to be for periods in excess of four (4) consecutive weeks.

**Section 11.8 - Armed Forces**

- (a) Any employee who shall enter or who has entered the Armed Forces of the United States shall, upon his or her discharge from such service, be granted such reemployment rights as are provided for in such statutes or Governmental regulations as may at that time be applicable.
- (b) Any regular employee who is a member of the National Guard or one of the Armed Services Reserves, and is required to report for annual military training shall be granted leave when ordered to active duty for such purpose. In such event, the Company will pay to such employee the difference, if any, between his or her military pay for the period of such training, not to exceed fifteen (15) working days, and the base pay the employee would have received if he or she had worked during such period.
- (c) If a regular employee is recalled to active duty in the Armed Services for an indeterminate period, such employee shall be compensated in accordance with the terms of the policy applicable to unrepresented employees of the Company generally.

## Section 11.9

### Section 11.9 - Revision

The Company and the Union shall have the right by mutual agreement to alter and vary the provisions of this Article as well as those of other Articles. However, no alteration or variation of the provisions of this Article may be made without the written approval of the Local Union(s) involved.

### Section 11.10

The Company may at any time negotiate with the Union regarding retirement or separation incentives to be offered to a particular employee(s) designated by the Company in order to induce such employee(s) to retire or resign or, if applicable, to waive recall rights (including rights to be recalled for vacation relief employment pursuant to Stipulation (19)).

The specific terms of any offer made by the Company to the Union may be conveyed to the employee by either the Company or the Union, and the Union further agrees not to reject on behalf of a designated employee any offer which the employee is willing to accept.

## ARTICLE XII

### TRANSFERS, TRAINING AND TEMPORARY UPGRADING

#### Section 12.1 - Transfers

- (a) An employee in a job classification covered by the Master Agreement who is transferred to another job classification covered by the Master Agreement which latter classification is compensated on an escalator scale the highest rate of which exceeds the flat rate or highest scale rate, as the case may be, of the job classification from which the employee was promoted, shall be fitted into the scale in the bracket equal to or next above his or her salary at the time of transfer. This will not affect the employee's anniversary date, and he or she will have Pay Seniority according to the salary bracket in which the employee is placed.
- (b) An employee may not be compelled to accept a transfer from one office to another. An employee who, with his or her consent, is transferred from one office to another will retain his or her Total Company Seniority and Pay Seniority, and, with the consent of the Locals involved, his or her Unit Seniority. The Locals' consent will not be unreasonably withheld.

Any regular engineering employee who has been laid off by the Company and who is rehired pursuant to Section A13.1 will be credited at the office of his or her rehire with the employee's Unit Seniority accrued at the office of his or her layoff.

- (c) In the case of an employee who has transferred within his or her Bargaining Unit from one office to another without retaining his or her Unit Seniority, if such transferee is scheduled for layoff during the first three (3) years of employment at his or her new office, the following shall apply:
- (1) The transferee may return to the original office of employment if there is a vacancy at such office and if such transferee has more Unit Seniority than all employees on layoff from such office who have recall rights.
  - (2) The transferee may return to the original office of employment, although there is no vacancy at such office, if he or she has more Unit Seniority than any one employee at such office. In such case, an employee at such office will be laid off in accordance with the layoff provisions of the Master Agreement in order to permit such transferee's return.
  - (3) The transferee may not return to the original office of employment if there is no vacancy and no employee at such office with less Unit Seniority than the transferee's own. In such case, the transferee will be laid off from the current office of employment, and he or she may elect to be placed in a layoff status from the original office of employment only, rather than from his or her current office of employment, in which case he or she will have the recall privileges specified in Section 11.7 of the Master Agreement only in reference to vacancies at his or her original office of employment.
  - (4) A transferee's services at the office to which he or she was transferred shall be included in his or her Unit Seniority at the office of employment to which he or she returns on active or layoff status.
  - (5) Any return by an employee to his or her original office of employment shall be at the employee's own expense.

## Section 12.2

### Section 12.2 - Training

For the purpose of training, an employee may be assigned, for a period not to exceed twenty (20) days, to perform work in a more highly paid classification at the employee's normal rate of pay. In no case shall this provision be used to avoid filling an existing vacancy. A vacation relief assignment shall not be given an employee in training without paying the employee in the more highly paid classification. An employee who is assigned to a job in which he or she has no recent prior experience will be given an adequate opportunity to adjust to his or her new duties and will receive individual training, if necessary.

(See Sideletter ET.)

### Section 12.3 - Temporary Upgrading

- (a) In the event that an employee is temporarily transferred to a higher classification than that to which the employee is regularly assigned, he or she shall be paid at the normal wage scale for such higher classification during the period of such transfer for not less than a full tour of duty.
- (b) Notwithstanding the provisions of (a) above, in the event that an employee temporarily relieves another employee or employees in a higher classification for a meal period or meal periods not in excess of two (2) hours in any one (1) tour, the employee shall be paid at the normal wage scale for such higher classification during the period of such relief only. If the relief periods exceed two (2) hours, the employee shall be paid at the normal wage scale for such higher classification for not less than the entire tour of duty. In the case of relief for personal needs or rest periods, the employee shall receive his or her normal wage scale. In no event, however, is an employee to receive less than his or her regular wage scale if assigned temporarily to a lower classification than the employee's regular status.
- (c) [Deleted.]

## ARTICLE XIII LEAVE OF ABSENCE

### Section 13.1

In the event a regular employee takes a leave of absence because of illness and returns to the Unit within two (2) years, the employee's seniority for all purposes upon returning shall include the period of such leave of absence.

Section 13.2

The Company shall, upon written application from a regular employee, grant a special leave of absence not exceeding six (6) months, without pay, for maternity reasons (other than disability for which paid sick leave is provided pursuant to Article XXVI) or paternity reasons, with full reinstatement privileges. Such employee's seniority for all purposes upon returning shall include the period of such leave of absence.

Section 13.3

- (a) The Company will arrange a long-term leave of absence for Union activity for not more than two (2) employees (not more than three (3) employees in New York) at any one time at any office of the Company for specific periods of not less than sixty (60) days and up to one (1) year in duration. The Union must give three (3) weeks' advance notice for such leave requests. Any requests for extension of the sixty (60) day up to one (1) year period shall be granted provided that the total period of the original leave of absence and any extension thereof shall not exceed five (5) years in duration, unless a longer period is agreed to by both the Company and the Union. Upon the mutual agreement of both the Company and the Union, additional employees may be permitted to go on a long-term leave of absence for Union activity for periods which shall be mutually agreed upon.
- (b) In addition to the long-term leaves of absence granted pursuant to paragraph (a) above, the Company will give reasonable consideration to requests for short-term leaves of absence for Union activity. Reasonable notice for leaves of absence for Union activity shall be given to the Company by the Union; whenever possible, such notice shall be given at least two (2) weeks prior to the date requested for the beginning of such leave.
- (c) The Union shall not make repeat leave requests for any individual for periods of less than sixty (60) days with the intent or effect of avoiding reaching the cap of two (2) employees (three (3) employees in New York) provided in subparagraph (a) above.
- (d) An employee granted a leave of absence pursuant to this Paragraph 13.3 shall accrue seniority for all purposes during such leave of absence or any extension thereof granted pursuant hereto.



#### Section 13.4

#### Section 13.4

An employee who is granted a leave of absence of ninety (90) calendar days or less under circumstances where seniority is not otherwise accrued under the foregoing provisions of this Article XIII, shall nevertheless accrue seniority for all purposes. Such leave of absence will be granted only if approved in advance by both the Company and the Union, in writing. If the Union refuses to approve such leave, the leave may be granted, but the employee will not accrue seniority during such leave. Except as otherwise provided in Article XIII and in Sections 11.6 and 11.8, any employee leaving the Unit shall forfeit his or her Unit Seniority.

#### Section 13.5

Upon request, the Company may grant a leave of absence of up to one (1) year to an employee for civic, educational or similar purposes. Such requests from employees will be processed expeditiously. If the Union and the Company agree, the employee's seniority upon resumption of employment shall be that which the employee had on the date of such leave.

#### Section 13.6

- (a) A regular employee who is granted a leave of absence in accordance with the terms of this Article shall be permitted to continue to participate in the Company's Employee Life Insurance Plan, Medical Plan, Long Term Disability Income Plan, Dental Plan and the ABC-NABET-CWA Retirement Trust Fund, provided that during the period of the employee's leave of absence such employee shall make all employee contributions that he or she is otherwise obligated to make and that the employee shall also make all contributions that the Company is otherwise obligated to make to provide coverage for such employee, commencing at such time as the Company normally requires its personnel on leave of absence to commence such contributions.
- (b) *The New York arbitration award in Grievance AN 82-41 is deemed null and void.*

#### Section 13.7

A regular employee will be granted a leave of absence of three (3) days with pay in the event of a death in the immediate family (parents, parents-in-law, husband, wife, children, same sex domestic partner, brothers, sisters and grandparents). In the case of a serious illness in the immediate family (as defined above), leaves in such

cases will be granted at the discretion of the Department Head of three (3) days with pay. With the approval of the Department Head, an extension of up to seven (7) consecutive days without pay may be granted in the case of either of the foregoing leaves due to death or serious illness in the immediate family. For other justifiable personal reasons which cannot be attended to outside of working hours (which may include travel days, where required, in addition to the allowable three (3) days for death in the family), leaves of absence with pay may be granted on the approval of the Department Head. If a leave because of death in the immediate family coincides with any part of an employee's vacation, the employee's vacation time shall not be reduced as a result of such leave. In any case above where the discretion of the Department Head is allowed or such approval is required, the Department Head will make such determination in a manner that is neither arbitrary nor capricious.

(See Stipulation (12) and Sideletter BR.)

#### ARTICLE XIV DISCHARGES

##### Section 14.1

- (a) The Company may discharge an employee for just cause. Notice of the discharge will be given to the Local President of the Union, or another officer of the Union if the Local President is unavailable. If the discharge is not agreed to, the Company shall have the right to remove such employee from the payroll upon the issuance of an award of an Impartial Umpire or Arbitrator sustaining the discharge, or two (2) weeks after the date of the notice to the Union provided above, whichever is earlier; or
- (b) Alternatively to the rights stated in subparagraph (a) above, the Company may elect in its sole discretion to utilize the provisions of this subparagraph (b) in a discharge for "unsatisfactory performance". For purposes of Section 14.1(b), "unsatisfactory performance" shall be deemed to include the inability or *unwillingness to perform the particular work required by the Company*. "Unsatisfactory performance" shall also include excessive absenteeism and lateness. The following terms and conditions shall apply:
  - (1) Prior to the effectuation of any discharge under this subparagraph (b), an employee shall be so notified in writing and a copy of said notice sent to the Local Union President or his or her designee. The failure of management to have previously notified a dischargee that his or her performance has not been consistently satisfactory may not form the

Section 14.1 (b) (1) Cont'd

basis for any contention by the Union, or for any finding by an Arbitrator, that the Company's determination hereunder is arbitrary or capricious. The employee, thereafter, will be afforded an eight (8) week minimum period of time to establish and maintain a satisfactory level of performance. Such notice to the employee that is provided shall be in writing and state that it constitutes notice under Section 14.1(b), but such notice shall not preclude the Company from imposing discipline on such employee under Section 14.1(a). If, for a period of twelve (12) consecutive months following such notice the employee's overall performance is satisfactory, an employee shall no longer be subject to that particular notice of discharge.

- (2) If, after the employee's having been given this opportunity to establish and maintain a satisfactory level of performance, the Company determines that a discharge under this Section 14.1(b) is appropriate, the Company may discharge the employee and notice of the discharge will be provided to the Union in the same manner as required for discharges under 14.1(a). Should the Union determine to arbitrate the discharge, the procedures to be followed are provided for in Section 14.2.

In determining the appropriateness of the discharge, the "just cause" standard of Section 14.1(a) shall not apply and instead the Company's determination shall be sustained by the arbitrator unless he finds that the discharge is arbitrary or capricious.

- (3) In the event that the discharge determination under Section 14.1(b) is sustained by the arbitrator, Section 15.1 shall be inapplicable and the Company shall have no obligation to provide a severance payment of any kind.
- (4) If the Union determines not to arbitrate a Section 14.1(b) termination, and the termination shall therefore be deemed accepted, the employee shall be entitled to receive a severance payment in the amount equal to three (3) weeks per year for each full year of service with a cap of eighteen (18) months of pay at the employee's minimum weekly wage scale set forth in the Master Agreement, provided that the employee executes a general release satisfactory to the Company, and the Union agrees in writing not to pursue the discharge of this employee in this or any other legal proceeding. If this general release and Union agreement is not executed, no severance will be due.

Section 14.1 (b) (5)

- (5) Neither the acceptance of any terminations nor any arbitration awards arising out of terminations made under Section 14.1(b) may be cited by either party in any other discipline arbitration.
- (c) If at any time the Company determines that the particular nature of the "unsatisfactory performance" by itself or in combination with other conduct warrants proceeding instead under the "just cause" provisions of Section 14.1(a), it may elect to do so.
- (d) The Company shall have no obligation to transfer, reassign or train any employee to perform any other bargaining unit job function prior to a discharge for just cause or unsatisfactory performance.

(See Sideletter ER.)

**Section 14.2**

If the Union believes that the discharge was not warranted, it may, within one (1) week of the date thereof, refer the matter to the Impartial Umpire for the office involved. It will be the obligation of the Umpire to hear the matter as expeditiously as possible and he or she may interrupt any other non-disciplinary case between the parties that he or she is then hearing in order to schedule a hearing on the discharge. If the Impartial Umpire for the office involved cannot hear the matter within three (3) working days of the reference to the Umpire by the Union, the matter may be referred to any one of the other Impartial Umpires listed in Section 20.10. The Impartial Umpire who hears the case will render a decision within two (2) working days from the date of hearing. If requested by either the Company or Union at the conclusion of the hearing, the Impartial Umpire shall, within fourteen (14) days of the conclusion of the hearing, follow up the decision with any further discussion or opinion on the case that the Umpire deems appropriate. If the Impartial Umpire decides that the discharge was not proper, but that suspension or other disciplinary action is warranted, the Impartial Umpire may so provide in his or her Award.

(See Sideletter DZ.)

**Section 14.3**

- (a) The Company may for just cause impose a disciplinary suspension without pay. Notice of such suspension shall be given to the Local President of the Union, or another officer of the Union if the Local President is unavailable, as soon as practicable after the imposition of the suspension.

Section 14.3 (b)

- (b) If the Union believes that the suspension was not warranted, it may, within one (1) week of receipt of the notice specified in Subparagraph (a) above, refer the matter to the Impartial Umpire for the office involved. It will be the obligation of the Umpire to hear the matter as expeditiously as possible and he or she may interrupt any other non-disciplinary case between the parties that he or she is then hearing in order to schedule a hearing on the suspension. If the Impartial Umpire for the office involved cannot hear the matter within three (3) working days of the reference to the Umpire by the Union, the matter may be referred to any one of the other Impartial Umpires listed in Section 20.10. The Impartial Umpire who hears the case will render a decision within two (2) working days from the date of hearing. If requested by either the Company or Union at the conclusion of the hearing, the Impartial Umpire shall, within fourteen (14) days of the conclusion of the hearing, follow up the decision with any further discussion or opinion on the case that the Umpire deems appropriate.

(See Sideletter AE.)

**Section 14.4**

Except as provided in Sections 14.1 and 14.3 above, the Company may take whatever lesser disciplinary action against employees it deems appropriate (e.g., letter of reprimand), provided, however, that in imposing such discipline the Company agrees that it will not act in an arbitrary or capricious manner.

**ARTICLE XV  
SEVERANCE PAY**

**Section 15.1**

The Company will grant to all regular employees who are laid off, severance pay in an amount equal to one (1) week's pay for each year of Total Company Seniority; provided, however, that in no event shall a regular employee receive less than two (2) weeks' severance pay. In addition, no employee shall receive severance pay pursuant to this Section more than one time during any calendar year, and under no circumstances will any severance pay be granted to an employee who is released from any period of employment of less than four (4) weeks.

(See Stipulation (15) and Sideletter AJ.)

ARTICLE XVI  
TRAVEL TIME

Section 16.1

[Deleted.]

Section 16.2

- (a) All travel by common carrier shall be in first class accommodation when available. Travel by means of any regularly scheduled train with available seating or commercial airline, including any aircraft of any such airline diverted to charter, shall constitute "first class accommodation" within the meaning of this Section.
- (b) The term "common carrier" as applied to out-of-town travel shall include planes, trains and boats. In addition, upon notice to the Local Union involved and where more convenient than other common carriers because of the schedules and availabilities of such other carriers, air-conditioned buses may be used for trips not in excess of three hundred (300) miles determined as in Section 7.8. On bus trips longer than four (4) hours the Company will allow an appropriate meal break, not to exceed one hour, at a suitable restaurant (at the employee's expense), or in the alternative the Company may elect to provide food en route as in the past (e.g., a box lunch).

(See Sideletter AA.)

- (c) No employee shall be required to use a form of transportation which is excepted from coverage under a normal form of life, health or accident insurance which the employee has in effect unless the Company has made arrangements in advance to maintain such coverage or to provide an equivalent substitute. Employees whose individual insurance policies contain features which might require the Company to make arrangements under this Subparagraph (c) shall so advise the Company. However, even absent such notice, the Company will maintain insurance coverage which will pay, in addition to any other benefit, the amount of any individual life or accidental death and dismemberment insurance, subject to a maximum of Five Hundred Thousand Dollars (\$500,000.00), which is invalidated because of exclusions appearing in such policies arising out of:
  - (i) riding as a passenger, and not as a pilot or crew member, in any aircraft, other than experimental aircraft, while on Company business; and

#### Section 16.2 (c) Cont'd

- (ii) riding as a passenger or driver in any land or sea conveyance while on Company business.

(See Sideletter AX.)

- (d) No modifications in the provisions of this Section shall be effective unless agreed to in writing by the Local Union or Local Unions involved.

#### Section 16.3

When available, the Company shall provide first class hotel or equivalent accommodations with single occupancy. Should the Union claim that first class hotel or equivalent accommodations with single occupancy have not been provided but are available within a reasonable distance of the pickup, a Company representative at the location, in conjunction with a representative of the crew, will investigate and consider such claim immediately. If they agree that such claim is valid, a change of accommodations will be made within twenty-four (24) hours.

#### Section 16.4

Employees shall be credited for travel time only as follows:

- (a) "Travel-Only" Days

On a "travel-only" day to an out-of-town assignment, an employee's work day and travel time shall begin at the scheduled departure time of the common carrier and shall end thirty (30) minutes after the employee arrives at the gate, train station or port at the out-of-town destination, with a minimum daily credit of eight (8) hours of pay at the regular rate of pay.

Upon returning from an out-of-town assignment, an employee's work day and travel time shall commence as described in the preceding sentence and shall end when the carrier arrives at the gate, train station or port at the out-of-town destination, with a minimum daily credit of eight (8) hours of pay at the regular rate of pay. There shall be no crediting of any travel time from the airport, train station or port.

Article IX and A-VIII shall be inapplicable on any "travel-only" day(s), and no meal period need be scheduled or assigned on such day(s), nor shall any meal period penalties accrue on such days.

(b) "Travel-Work" Days

An employee's work day and travel time on an out-of-town assignment shall begin at the scheduled departure time of the common carrier. The employee's work day shall end in accordance with Section 16.6(b) when the employee completes his/her duties at the out-of-town work site to which he/she is assigned on that day. Article IX and A-VIII shall be inapplicable on "travel work" day(s) and no meal period need be scheduled or assigned on such day(s), nor shall any meal period penalties accrue on such days. An employee, however, shall be given a thirty (30) minute opportunity to eat upon arrival at the destination location, if the employee has not already been given, or is not scheduled to be given, a meal period that day.

(c) "Work-Travel" Days

The employee's work day shall begin upon the commencement of assigned duties at the out-of-town work site in accordance with Section 16.6(b), and shall end when the employee returning from an out-of-town assignment arrives at the gate, train station or port at the destination. However, if the employee is traveling to another out-of-town assignment, travel time shall end thirty (30) minutes after arrival at the gate, train station or port of destination at such other out-of-town assignment. There shall be no crediting of any travel time from the airport, train station or port when the employee returns from his/her out-of-town assignment(s). On "work-travel" days Article IX and A-VIII shall be inapplicable and no meal period need be scheduled or assigned on such day(s), nor shall any meal period penalties accrue during such days. An employee, however, will be given a thirty (30) minute opportunity to eat either before commencing, or upon completion of, the travel portion of the day, unless the employee has already been given, or is scheduled to be given, a meal period that day.

(d) Notwithstanding anything to the contrary in Section 16.4, the Company shall continue to credit reasonable travel time to ENG crews transporting their equipment to and from the airport, train station or port on out-of-town assignments. This shall also apply to ENG crews transporting their equipment who are daily hired, in lieu of any travel stipend otherwise provided for in Section A14.3.



Section 16.4 (c)

(c) Settlement Agreement Voided

The settlement dated March 17, 1976 between James Nolan and William Gennerich, and all practices related thereto or arising therefrom, whether in New York or elsewhere, are null and void.

Section 16.5

When an employee is scheduled by the Company to travel from his or her home to a field pickup on an assignment which does not require the employee to stay away from home overnight, the employee shall be credited with the time normally required to travel from his or her home office to such field pickup. If such employee is not scheduled to return to the home office from such assignment, the employee shall be credited with a like amount of time for the return to his or her home. The Company and the Local Union involved shall agree as to the location of the "home office(s)" for the purpose of this Paragraph.

Section 16.6

- (a) Home office shall be defined as any Company office to which the employee is normally attached, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.
- (b) On an out-of-town assignment requiring an employee to travel between his or her hotel accommodations and the remote site, an employee's work day shall begin at the employee's commencement of assigned duties at the remote site and end at the completion of such duties at the remote site, but will also include only that amount of daily travel time in excess of one-half (1/2) hour each way, as determined and approved in advance by the appropriate Company manager at the remote site taking into consideration normal driving speeds and the most direct route possible between the hotel and the remote site. Travel time in excess of one-half (1/2) hour each way shall be paid in minimum segments of five (5) minutes.
- (c) Employees on out-of-town assignments shall be permitted to check in at their designated hotel or other accommodation prior to reporting to their assigned job location and to check out of such hotel or other accommodation at the conclusion of such assignment; except that in an emergency situation this shall not be required, in which event, where it is necessary for employees to change or store their clothes before reporting to their assigned location, or to change their clothes at the conclusion of such assignment, the Company will provide suitable accommodations to cover the situation. This provision shall not be applicable to "travel-only" days.

Section 16.7

[Deleted.]

Section 16.8

When travel is continuous on a common carrier during the period between the hours of 12:00 Midnight and 8:00 A.M., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this Paragraph a single occupancy berth is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have suitable sleeping facilities, full time credit shall be allowed.

Section 16.9

[Deleted.]

Section 16.10

[Deleted.]

Section 16.11

An employee shall receive an amount equivalent to eight (8) hours' pay at his or her straight-time rate for each regularly scheduled day off occurring during an out-of-town assignment provided that no traveling occurs and no work is performed on such day off. No holiday repayment shall be permitted while on such out-of-town assignment. An employee who has received ten (10) or more such payments in any calendar year shall receive one (1) week of vacation in addition to such employee's vacation entitlement under Article XIX in the succeeding calendar year.

Section 16.12

*If an employee is transferred from a studio location to a transmitter location or vice versa, and such transfer necessitates increased travel expense to and from the employee's home, the Company shall reimburse the employee for such increased travel expense for a period not to exceed three (3) months.*

### Section 16.13

#### Section 16.13

If an employee is temporarily assigned to a news bureau for a local station within his or her regular Company office, he or she shall be credited with travel pay only to the extent and amount of time that the temporary assignment to the bureau lengthens the employee's commute to and from his or her otherwise regular assignment.

### ARTICLE XVII USE OF EMPLOYEE'S CAR

#### Section 17.1

Compensation at the rate of Thirty-Six Cents (\$.36) per mile with a minimum payment of Five-Dollars (\$5.00) shall be allowed an employee for using his or her automobile with the consent of the Company in executing the business of the Company, except in no event shall the employee receive credit for the time consumed in traveling between his or her home and office. However, it is agreed and understood that the use of an employee's car is not mandatory.

If the Company increases or lowers the rate per mile for employees of the Company generally, such increase or reduction shall automatically be made applicable to the employees covered by this Agreement without prior notice or negotiations with the Union over such change.

#### Section 17.2

- (a) The Company shall cause the insurance protection of the automobile liability policies which it maintains to be extended so as to provide insurance coverage to an employee who uses an automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company. Such coverage shall provide insurance protection up to Three Million Dollars (\$3,000,000.00) against liability for bodily injuries to others or property damage sustained by others, incurred while such employee so uses such automobile, and the insurance protection shall be to the same extent and manner as, and under the same limitations, terms and conditions as such insurance policies afford protection to the Company. Such insurance protection shall not apply to the extent that other valid insurance shall protect such employee against such liability under the aforesaid circumstances.

- (b) If, while an employee uses an automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company, such automobile is damaged by collision or upset or other cause, and the actual cost of repair thereof exceeds Fifty Dollars (\$50.00), the Company will: (i) if the automobile is not otherwise insured against such damage, reimburse the employee to the extent of the actual cost of repairing such automobile or the actual cash value of the automobile, whichever is the lesser; or (ii) if such automobile is otherwise insured against such damage, reimburse such employee to the extent of the amount of any deductible imposed by the insurance carrier in the settlement of the claim.

Section 17.3

Whenever it is used in this Article, the term "automobile" shall be defined as any land motor vehicle (excluding trailers) designed for travel on public roads.

ARTICLE XVIII  
HOLIDAYS

Section 18.1

The following shall be deemed to be holidays under this provision, irrespective of the day of the week on which the holiday may fall: NEW YEAR'S DAY (January 1), PRESIDENTS' DAY (third Monday in February), MEMORIAL DAY (last Monday in May), THANKSGIVING DAY (fourth Thursday in November) and CHRISTMAS DAY (December 25).

Section 18.2

If an employee is required to work on any of the aforesaid holidays, the employee will receive, in lieu of other compensation, compensation at the rate of one and one-half (1-1/2) times his or her straight time rate of pay for all straight time hours worked, and at the rate of two (2) times the employee's straight time rate of pay for all overtime hours worked.

Section 18.3

If an employee is required to work on any of the aforesaid holidays, and such holiday is on such employee's scheduled day off, the employee shall receive, in lieu of other compensation, compensation at the rate of two (2) times his or her straight time rate of pay for the first eight (8) hours of work and at the rate of two and one-half (2-1/2) times the employee's straight time rate of pay for all hours worked in excess of eight (8).

#### Section 18.4

#### Section 18.4

In the cases referred to in Sections 18.2 and 18.3 above, the employee shall receive one (1) extra day off consecutive with his or her regular scheduled days off in addition to the compensation provided for above.

(See Stipulation (3).)

#### Section 18.5

If the holiday falls on an employee's day off, he or she shall receive one (1) extra day off, consecutive with the employee's regular days off.

#### Section 18.6

The extra day off referred to in Sections 18.4, 18.5 and 18.8 shall be designated by the Company and add twenty-four (24) hours to the sixty (60) specified in Section 8.3. The Company will make a reasonable attempt to satisfy the wishes of the individual employee in scheduling such extra day off, and such day may be added to the employee's vacation by mutual agreement. No such holiday credit shall be repaid before the holiday except by mutual agreement between the employee and the Company, and in the event the Company does not give such extra day off within twelve (12) months following the holiday, the employee shall receive one (1) day's straight time pay. Except as provided below, in each calendar year, the Company must satisfy the wishes of the individual employee in scheduling two (2) of the extra days off referred to in Sections 18.4 or 18.5 (herein called mandatory payback days) provided that the employee who is owed such days notifies the Company in writing within a period of fourteen (14) days following the holiday concerned that it is to be considered a mandatory payback day and that within a period of three (3) months following the holiday the employee requests in writing a specific date for the day off three (3) weeks in advance of such date, which date shall be within twelve (12) months following the holiday.

The grievance settlement in case number AS 85-34, which requires four (4) weeks notice before the Company pays out a payback day not scheduled within the requisite time, and all practices related thereto are henceforth null and void.

Under no circumstances shall the Company be required to schedule any mandatory payback day(s) for any employee(s) within a particular cost center at the television Network, or by department (e.g., Creative Services, Engineering or News) at the television stations where doing so would mean the absence, for any and all types of leaves, of more than ten percent (10%) of the employees within such cost center(s) or department(s). If more than ten percent (10%) of the employees in a

particular cost center or department request the same day as a mandatory payback day, the Company shall schedule the day on a first-come, first-served basis up to the ten percent (10%) limit and the Company may deny remaining mandatory payback day requests, which denial shall not be subject to arbitration. If the total number of employees in any particular cost center or department is fewer than ten, "ten percent (10%)" shall be deemed to be one (1) employee.

In Radio, in lieu of the foregoing, the Company shall not be required to schedule any mandatory payback day(s) where doing so would mean the absence, for any and all types of leaves of more than one (1) employee at any Radio Network operation, or any radio station.

The requirement of consecutiveness set forth in Sections 18.4 and 18.5 shall not be applicable to the mandatory payback days. Notwithstanding, the foregoing provisions regarding mandatory payback days, an employee, in lieu of selection one or both mandatory payback days as provide above, may require, once in any calendar year, that the Company schedule one or both extra days off earned under Section 18.4 or 18.5 contiguous to the employee's vacation if the employee so notifies the Company in writing within a period of fourteen (14) days following the holiday concerned, or in lieu of selection one or both mandatory payback days as provide in this Section he or she may elect to receive one or both day's straight time pay if the employee so notifies the Company in writing within a period of fourteen (14) days following the holiday concerned. No holiday listed in Section 18.1 may be selected as a date for a mandatory payback day.

#### Section 18.7

Each day an employee is excused from working because of a holiday to his or her credit shall, subject to all terms and conditions hereof, reduce by eight (8) hours the work week of such employee for such week.

#### Section 18.8

If an employee works on a day that has been scheduled as a payback day, the employee will receive in lieu of other compensation, compensation at the rate of two (2) times his or her straight time rate of pay for all straight time hours worked, and at the rate of two and one-half (2-1/2) times the employee's straight time rate of pay for all overtime hours worked. The employee shall receive one (1) extra day off consecutive with his or her regular scheduled days off in addition to such compensation.

Section 19.1

ARTICLE XIX  
VACATIONS

Section 19.1

- (a) An employee who is on the payroll on December 25th, of any year shall be entitled to vacation with pay in the succeeding year, as follows:

<u>Total Company Seniority</u> <u>As of December 25th</u>	<u>Weeks of Vacation</u> <u>With Pay</u>
Less than five (5) years	Three (3) weeks
Five (5) or more years but less than fifteen (15)	Four (4) weeks
Fifteen (15) or more years	Five (5) weeks

(See Sideletter GT.)

- (b) Notwithstanding the preceding subparagraph (a), employees actively employed on the Company payroll as of December 25, 2003 who as of such date have accrued vacation entitlement for 2004 vacations in an amount in excess of the schedule set forth in subparagraph (a) above shall be entitled to keep that specific greater vacation entitlement for the period of their employment but shall not be entitled thereafter to earn any greater vacation entitlement. For example, an employee who has accrued twenty (20) or more years but less than twenty-five (25) years as of December 25, 2003 shall for 2004 vacations and thereafter be entitled to six (6) weeks of vacation, but shall not be thereafter entitled to any further vacation allowance.

Section 19.2

An employee on the payroll on December 25th of any year who is terminated on or after December 25th for any reason will be entitled to vacation as specified in this Article, or payment in lieu of vacation plus any payment to which the employee may be entitled pursuant to Article XVIII, except that an employee who is on the payroll on December 25th but who has less than six (6) months of Total Company Seniority credit as of the date of termination, and who is terminated prior to April 1st of the succeeding year, shall receive one (1) week's vacation pay plus any payment to which the employee may be entitled pursuant to Article XVIII, plus one (1) day's pay

for each of the following days which fall within his or her period of employment:  
LINCOLN'S BIRTHDAY, JULY FOURTH, LABOR DAY, ELECTION DAY and THE  
DAY AFTER THANKSGIVING.

**Section 19.3**

An employee who acquires five (5) years' Total Company Seniority in any year shall thereupon be entitled to a fourth (4th) week's vacation with pay consecutive with his or her regular vacation in such year.

**Section 19.4**

An employee who acquires fifteen (15) years' Total Company Seniority in any year shall thereupon be entitled to a fifth (5th) week of vacation with pay consecutive with his or her regular vacation in such year.

**Section 19.5**

[Deleted.]

**Section 19.6**

[Deleted.]

**Section 19.7**

An employee who is terminated prior to December 25th of any year who has received his or her vacation for that year, shall not be entitled to any vacation pay on termination.

**Section 19.8**

- (a) An employee engaged between December 26th of the preceding year and April 30th of the current year inclusive (excluding vacation relief employees) shall receive one (1) week's vacation with pay in such year, plus any payment to which the employee may be entitled pursuant to Article XVIII, plus one (1) day's pay for each of the "holidays" set forth in (b) below which occur during his or her employment in the current calendar year. An employee who is terminated between December 26th of the preceding year and April 30th of the current year inclusive shall not be entitled to pay for any vacation unless he or she shall have been employed for at least three (3) months preceding the date of termination. An employee engaged after April 30th (excluding



#### Section 19.8 (a) Cont'd

vacation relief employees) shall receive one (1) day's vacation with pay for each month he or she has been employed by the Company prior to the beginning of the employee's vacation for that year, not to exceed five (5) work days, plus any payment to which he or she may be entitled pursuant to Article XVIII, plus one (1) day's pay for each of the "holidays" set forth in (b) below which occur during the employee's employment. .

- (b) The "holidays" referred to in (a) above are: LINCOLN'S BIRTHDAY, JULY FOURTH, LABOR DAY, ELECTION DAY and THE DAY AFTER THANKSGIVING.

#### Section 19.9

The provisions in Section 19.8 above excluding vacation relief employees from vacation rights shall not apply where such employees are retained in employment beyond October 31st of the year in question. Any regular employee who is laid off and is subsequently rehired on a temporary basis, if not retained beyond October 31st of the then current year, shall nevertheless be entitled to one (1) day of vacation for each month of temporary service.

#### Section 19.10

Vacation periods for employees shall be determined and posted by April 1st of each year except for Engineering and Traffic which shall be determined and posted by March 1st and shall fall within the period April 1st through October 31st, and shall not be changed except by mutual consent of the Company and the local committee. Before February 1st of each year the local management and local committee shall confer for the purpose of discussing vacation scheduling. Vacation preferences within the operating group to which the employees are assigned shall be given to employees on the basis of Unit Seniority. Vacations may be taken outside the period specified above by mutual consent of the Company and the local committee. No employee covered by these agreements shall be required to give up his or her free choice of vacation (during the period as shown above) to any person not covered by these agreements.

In lieu of the above, in television and Network Radio at the Washington office of the Company, at Network Radio in New York and at each television Owned Station, vacations will be scheduled to fall within the period from January 1 through December 31. Vacation periods shall be determined and posted by December 1 of the preceding year, and shall not be changed except by mutual consent of the Company and the local committee. Prior to December 1 of each preceding year, the local management and local committee shall confer for the purpose of discussing vacation scheduling. Vacation preferences within the operating group to which the

Section 19.10 Cont'd

employees are assigned shall be given to employees on the basis of Unit Seniority. No employee covered by these agreements shall be required to give up his or her free choice of vacation (during the period as shown above) to any person not covered by these agreements.

In Washington, D.C., the nature and scope of each operating group within which employees select vacations pursuant to this Section 19.10 shall be determined in the discretion of the Company. Nothing herein shall be deemed to alter any established practices in any other office of the Company.

(See Sideletter AS.)

Section 19.11

An employee who qualifies for more than two (2) weeks' vacation under Section 19.1 shall have the right to take such additional vacation at some other time during the vacation period subject to selection on a Unit Seniority basis among those employees so splitting their vacations after the vacations of employees not splitting their vacations have been established.

Section 19.12

No employee may be recalled to duty for any reason during his or her vacation period. The Company shall make a reasonable attempt to schedule days off consecutive with the employee's vacation selection.

Section 19.13

After discussion and agreement with local management and with due regard for schedule requirements, an employee shall be permitted to split his or her vacation and take part of the total vacation in a separate period of one (1) or two (2) weeks at a time during the vacation period selected in accordance with seniority after the primary portion of all other vacations of employees in the same vacation group have been selected.

Section 19.14

- (a) The following will be applied in computing vacations for returning servicemen and servicewomen:
  - (1) Upon going into the service the employee receives in time or money all vacation due him or her up to that time.

Section 19.14 (a) (2)

- (2) All time spent in service is counted in accruing seniority for all purposes under the NABET agreements including the requisite periods of more than five (5) years for the extra vacation.
  - (3) Those returning after the vacation season will receive no vacation until the following year.
  - (4) If the number of months the employee worked in the year in which he or she went into the service, added to the number of months he or she worked in the year in which the employee returned from service, is twelve (12) months or less, he or she shall receive one (1) full vacation period or vacation pay, for both years combined.
  - (5) Subject to Paragraph (3), if the sum exceeds twelve (12) months, the total vacation for the combined years shall be prorated, a fractional day counting as a full day. For example, if the sum is eighteen (18) months, the employee shall receive a total of one and one-half (1-1/2) vacations for both years and if, for example, the employee received in time or money a full vacation on leaving, the employee would be entitled to one-half (1/2) of a full vacation for the year in which he or she returns.
- (b) When an employee who has been on an unpaid leave of absence for a total of more than sixty (60) working days in any calendar year pursuant to any Section of Article XIII returns to active employment during the course of that year, he or she shall receive a pro-rated vacation in the subsequent year. The number of weeks (or days) of such vacation shall be based on a fraction, the numerator of which shall be the total number of workweeks worked by the employee in the year he or she returns from the leave of absence and the denominator of which shall be fifty-two (52), multiplied by the applicable number of weeks set forth in Section 19.1. The employee will be entitled to time off without pay for the unpaid portion of his or her vacation.

Section 19.15

Where an employee is entitled under the terms of this Agreement to vacation or holiday pay on termination of employment, such payment shall be made to his or her estate in the case of the employee's death.

**Section 19.16**

At the Company's television stations in New York, San Francisco, Chicago and Los Angeles, and at its Washington office, an employee eligible for vacation may schedule one week of his or her vacation entitlement in single days, in accordance with the following:

- (a) The employee must elect this option on his or her first pick;
- (b) Single days in any particular vacation selection Group will not be permitted if vacation selections for such Group are already at maximum level;
- (c) Requests for scheduling single vacation days must be made in writing to the appropriate Company scheduling office and the Local Committee for the station in which the employee is assigned no less than ten (10) days prior to the posting of the schedule on which the requested day off will be shown, and will be considered on a first-come, first-served basis;
- (d) Requests for single vacation days will be scheduled subject to manpower requirements as determined by the management of the station involved;
- (e) No fewer than three (3) of the five (5) single vacation days must be used prior to August 30 of the given year, or such days may be scheduled by the Station. The scheduling of any remaining single vacation days must be completed no later than the day after Labor Day of the given year or those remaining days may be scheduled by the Station;
- (f) Single vacation days cannot be transferred to any subsequent year, and;
- (g) Under no circumstances will single vacation days be paid for rather than taken as time off.

Nothing shall preclude the Local Committee for the Station and the Company from agreeing to modify any portion of this provision by mutual agreement.

## Section 20.1

### ARTICLE XX GRIEVANCES AND ARBITRATION

#### Section 20.1

Should a grievance arise during the term of this Agreement, the aggrieved employee or employees shall contact the designated Union Steward. The grievance shall be discussed promptly by the Steward (or another Union representative designated by the Local President) and the designated management supervisor for the purpose of ascertaining the relevant facts and attempting settlement. Such Steward or other designated Union representative and the management supervisor shall each have the authority to settle the specific incident involved in the grievance on terms mutually acceptable to them. Any settlements so reached shall be immediately reduced to writing on a special form which shall state the essential facts involved including the date, location, Company and Union personnel involved, the precise request made by the employee or the Union and the reason therefor and which shall be signed by the Steward or other Union representative and the management supervisor. Each such settlement shall automatically be deemed to contain the following clause: "This resolution is made on a no-precedent basis, is without prejudice to the position of either the Company or the Union with respect to any contractual issues that may be involved, and may not be cited in any subsequent arbitration or other legal proceeding other than one involving the enforcement of this particular resolution.

If a resolution is reached, a copy will be forwarded to the Local Union President or his or her designee and the Company's Labor Relations Department. Either party shall nevertheless have the right to submit the incident to arbitration (alleging the incident did or did not involve a violation of the Agreement) as if no resolution had been reached, but only after discussion of such resolution at a meeting held pursuant to Sideletter BY within one hundred ten (110) days after the date of the resolution. In the case of matters submitted to arbitration pursuant to this Paragraph, the thirty (30) day time limit recited in the last Paragraph of this Section shall not commence until after the discussion of such matter at the meeting held pursuant to Sideletter BY.

If during any calendar year at any office of the Company either party arbitrates more than three (3) incidents originally resolved in accordance with the procedures established above, the other party may, upon thirty (30) days' written notice, have the option to delete this Section 20.1 from the Master Agreement at that particular office and to substitute therefor the Section 20.1 that appeared in the 1977-81 Master Agreement.

Section 20.1 Cont'd

Should the grievance remain unresolved after such discussion it shall be reduced to writing on appropriate forms and signed by the employee, the Steward or, in the case of a grievance filed by the Union, by any Union representative. The written grievance shall state the essential facts involved including the date, location and the Company and Union personnel involved. Such written grievance shall be filed with the management supervisor and with the Union for processing to the Local Grievance Committee.

No grievance may be filed more than thirty (30) days after knowledge of the incident or condition which gave rise to the grievance was known, or should have been known, to the Union.

(See Sideletter BY.)

Section 20.2

- (a) In the event that an employee has a personal complaint, the employee may discuss the complaint with his or her management supervisor, his or her Steward or both, provided, however, that the Steward or other Union representative shall have the right to be present at the resolution of the complaint. If the complaint is not satisfied and the matter is one which, if proven, would constitute a violation of a specific provision of the Master Agreement, it may be submitted as a grievance under Section 20.1
- (b) If a written complaint about an employee is made a part of the employee's record, such employee will be given the particulars of such complaint in writing. Any written response by the affected employee will likewise be made a part of such record.

Section 20.3

The Local Grievance Committee shall be designated by the Union at each office, and its size shall be mutually agreed upon by the parties. Local grievance meetings shall be held at each office as determined by the parties at each office with respect to frequency and duration, regardless of past practices, arbitration awards and grievance resolutions, but no less frequently than quarterly, unless mutually agreed to by the parties. In the Company's New York Offices, the foregoing shall be applied to Network and Television Station operations separately.

(See Sideletter BY.)

#### Section 20.4

#### Section 20.4

A duly authorized representative of NABET may investigate or inspect operations of the Company covered by this Agreement at reasonable hours and in such manner as not to disturb the normal operations of the Company.

#### Section 20.5

When any member of the Local Grievance Committee is called upon to meet with a Company representative pursuant to the provisions of this Article, the following shall apply:

- (a) If said member of the Committee has been cleared for the day for such meeting, the member shall receive his or her regular day's pay for such day, regardless of the length of such meeting.
- (b) If said member of the Committee is on duty and is called to such meeting, and such meeting continues past the member's scheduled quitting time for the day, he or she shall be paid at the applicable overtime rate for all hours after such scheduled quitting time.
- (c) In the event a member of the Committee attends any such meeting on the member's scheduled day off, he or she shall receive a substitute day off at a time mutually agreeable to the member and his or her supervisor, which day need not be consecutive with the member's two (2) regularly scheduled days off.

*In no event shall any penalty payments accrue as a result of attendance at any meeting as described herein.*

Where an employee who is not a member of the Local Grievance Committee participates in a grievance meeting with the mutual consent of the Company and the Local Union, the above provisions will apply to such employee.

#### Section 20.6

If the grievance is not settled within ten (10) days of its discussion at the grievance meeting, or if the grievance has not been discussed at a meeting held pursuant to the terms of Section 20.3 within sixty (60) days of its filing, either party may request arbitration by delivering a signed, written notice to that effect directed to the other party and to the appropriate Impartial Umpire or to the American Arbitration Association, as governed by Section 20.8 below. The following persons shall serve as Impartial Umpires during the term of this Agreement: (i) for grievances

arising in the New York office - Howard Edelman and Jack Tillem; (ii) for grievances arising in the Chicago office the parties shall continue their discussions for a mutually acceptable Impartial Umpire. In the event the parties are unable to reach agreement, an arbitrator shall be selected in accordance with Section 20.8; (iii) for grievances arising in the Washington office the parties shall continue their discussions for a mutually acceptable Impartial Umpire. In the event the parties are unable to reach agreement, an arbitrator shall be selected in accordance with Section 20.8; (iv) for grievances arising in the Los Angeles office - Howard Block, Sara Adler, and Michael Prihar; (v) for grievances arising in the San Francisco office - Joseph Gentile and Fred Horowitz; (vi) for grievances arising in Section 20.10 cases as provided below and grievances involving more than one (1) office - Howard Edelman.

At any time the parties may, by mutual agreement and upon thirty (30) days' written notice to the arbitrator, remove any of the arbitrators listed in this Section or in Section 20.10. In the event of the resignation or incapacity of an Impartial Umpire, a successor shall be named by the parties within thirty (30) days to serve for the remainder of the term. This thirty (30) day period may be extended by the mutual agreement of the Company and the Union.

In San Francisco, Los Angeles and New York, where two (2) or three (3) Umpires are designated, the Umpire shall be selected in rotation, provided that if the appropriate Umpire has no available dates for hearing the case within a reasonable period of time after the matter is referred to him or her for arbitration, the matter shall be referred to the next Umpire in rotation who has such available dates.

At any time commencing one (1) year after the effective date of this Agreement, each party may once strike the name of one (1) Umpire from the New York, San Francisco and/or Los Angeles lists and such Umpire(s) shall thereafter immediately, upon the sending of the notice striking his or her appointment, cease to serve except that, as to any case where the hearing has already opened, the arbitrator will continue to serve until the issuance of his or her award. Any such Umpire who is struck in New York shall also automatically and simultaneously be deemed struck from the list for grievances arising under Section 20.10 and/or grievances involving more than one (1) office of the Company.

#### Section 20.7

- (a) If a written grievance that has been filed pursuant to the terms of Section 20.1 of this Agreement is not answered in writing by the Company within thirty (30) days after its initial discussion at a grievance meeting, or such longer period of time as may mutually be agreed in writing by the Company and the Union (including a Local), and such written grievance is subsequently



#### Section 20.7 (a) Cont'd

submitted to arbitration pursuant to the provisions of Section 20.8 of this Agreement, the Company will pay the entire daily hearing charges of the Impartial Umpire or arbitrator, whichever is the case, for the first (1st) day of hearing on such grievance. A grievance which is not referred to arbitration within forty (40) days after its initial discussion at a grievance meeting or within twenty (20) days after receipt by the Union of the Company's written answer, whichever is later, or such longer period of time as may be mutually agreed to in writing by the Company and the Union (including a Local) shall be deemed abandoned. A grievance which has been abandoned shall not be deemed to be a settlement or an arbitral determination adverse to the grieving party; the grieving party shall be deemed to have protested the incident or incidents upon which the closed grievance was based, but shall not be deemed to have filed a formal grievance relating thereto and may not file a subsequent grievance based upon such specific incident or incidents.

- (b) Any grievance filed on or after February 5, 1999 as to Units "B", "K", "M", "O", "P", "R" and "T", and July 21, 1999 as to Units "A", "D", "F", "W", and "X", which is not resolved within three (3) years of the date it was filed shall also be deemed abandoned.
- (c) The Company's Vice President of Labor Relations and the Sector President of the Union shall meet within ninety (90) days of the date of notice of ratification on a national basis in New York City to discuss and attempt to resolve all grievances which were filed more than three years prior to the date of the notice of ratification of a successor agreement.

#### Section 20.8

If the appropriate Impartial Umpire has no available dates for hearing the case within a reasonable time after the matter is referred to said Umpire for arbitration, or if there is no Impartial Umpire for a particular office of the Company, the case may be referred to the American Arbitration Association (AAA) in that city in accordance with the AAA's rules, and shall be determined by an arbitrator selected pursuant to such rules. Notwithstanding any AAA rules to the contrary, the parties shall have at least two (2) panels from which to select.

#### Section 20.9

Grievance settlements, withdrawals of grievances and practices at offices of the Company other than the office in which the grievance being arbitrated was filed shall not be considered by the arbitrator and/or Impartial Umpire in connection with the arbitration of such grievance. The arbitration award shall be applicable only to the office in which the grievance was filed. The foregoing provisions of this Section

20.9 shall not preclude the arbitrator from considering grievance settlements, withdrawals of grievances and practices at the office where the grievance was filed.

**Section 20.10**

Notwithstanding any of the foregoing provisions of this Article XX, if a party to the Agreement claims that there will be a violation of Article V, VI, VII, A-II or A-IV, or of Section 8.10(c) of Article VIII, or of an arbitration award, such party shall have the right to file a grievance directly with the Impartial Umpire setting forth such claim, demanding injunctive relief, and invoking the expedited arbitration procedure set forth below. However, this Section 20.10, which is applicable only to actions not yet effectuated, shall be used only if time does not permit the processing of the grievance under the other sections of Article XX. No grievance shall be filed under this Section 20.10 until such grievance has been discussed by a designated officer of the Local Union involved or the Sector and a member of the Labor Relations Department. A copy of the notice invoking this Section shall be sent simultaneously to the other party. Under the expedited procedure, the arbitration hearings shall commence at the earliest availability of the Impartial Umpire, but in no event more than twenty-four (24) hours after the grievance has been filed with the Impartial Umpire unless the grieving party consents to an extension of time.

If Howard Edelman is unable or unwilling to meet the foregoing time schedule, the grievance may be filed before the then current Umpire(s) designated in the appropriate list in Section 20.6 in the case of a grievance arising in New York, Chicago, Washington, Los Angeles or San Francisco, who shall be the Impartial Umpire for that grievance. At any time that there are two (2) or more New York, Chicago, Washington, Los Angeles or San Francisco Umpires, the Umpire shall be selected in rotation, provided that if the appropriate Umpire has no available dates for hearing the case within the requisite period of time after the matter is referred to him or her for arbitration, the matter shall be referred to the next Umpire in rotation who has such available dates. The award of the Impartial Umpire shall be rendered at the earliest possible time and in any event no later than twenty-four (24) hours after the hearing has been closed. The Impartial Umpire need not render an opinion with the award. The Impartial Umpire shall be empowered under this procedure to order injunctive relief or such other remedy as he or she deems appropriate if the Umpire finds there has been or will be a violation of one of the provisions specified at the beginning of this Section or of an arbitration award. It is the specific intent of this Section 20.10 to permit arbitration proceedings concerning proposed changes in operations to commence prior to the making of such proposed changes, but not to delay the making of such changes pending the outcome of any such proceedings.

#### Section 20.11

#### Section 20.11

At the election of either party, a transcript of any arbitration may be ordered, which shall be the official transcript of the hearing, a copy of which shall be given to the arbitrator. In the event the party not ordering the transcript wishes to review any copy of the transcript for any purpose, the fees for such transcript shall be shared equally between the parties. At the election of either party, briefs and reply briefs shall be part of the record. Except as provided in Section 20.10, a final decision or award of the Impartial Umpire or arbitrator shall be made within thirty (30) days after the close of the hearing. Such decision shall be binding on both parties and each of them will promptly comply. Each party will bear its own expense incurred in the conduct of arbitration proceedings but will share equally the expense of the Impartial Umpire or arbitrator, except as provided in the first sentence of Section 20.7 of this Agreement.

#### Section 20.12

In no event shall the Impartial Umpire or arbitrator modify or amend the provisions of this Agreement, nor, except as permitted in the second to the last sentence of Section 20.9, shall the same question or issue be the subject of arbitration more than once, except upon a showing of new evidence, change of condition or circumstances. The Impartial Umpire shall have no authority to issue any award or relief, monetary or otherwise, retroactive to a date more than eighteen (18) months prior to the date when the hearing was opened and the presentation of evidence before the Impartial Umpire commenced.

The Impartial Umpire or arbitrator shall have the right in instances where violations of the contract are found to have occurred to impose reasonable liquidated damages only where actual economic loss has been proven, but it is impossible to calculate the amount of actual economic loss to reasonable certainty. In such instances, the Impartial Umpire's finding of liquidated damages must bear a very close relationship to the amount of the economic loss asserted and established. The Impartial Umpire shall have no authority to award any damages or other relief for alleged emotional or mental injury or distress, or for any other alleged non-economic loss; nor shall any Impartial Umpire have any authority to award any kind of damages other than economic damages, including but not limited to punitive damage, except with respect to contract violations arising under Article V of the Master Agreement in which case the arbitrator may also award punitive damages."

*The award in AH 91-50 is null and void.*

(See Sideletter DQ.)

**ARTICLE XXI  
SAFETY COMMITTEE**

**Section 21.1**

The Company agrees to the appointment of a NABET-CWA-representative and alternate on existing Safety Committees where established and to the creation of Safety Committees with a NABET-CWA-representative and alternate to be appointed thereto at each office of the Company where no Safety Committee currently exists. Meetings will be held every other month at each office, unless the exigencies of the situation require a meeting of the Safety Committee to take place at other times.

**Section 21.2**

In the event the Union wishes to retain safety consultants to advise it on matters of occupational health and safety, the Company agrees to designate a representative to meet with such consultants at times and places mutually agreed upon by the Company and the Union. Such consultants may also, at the Union's request and upon reasonable prior notice to the Company, attend meetings of the Safety Committees provided for in Section 21.1 above.

**Section 21.3**

During the course of their 1993 negotiations, the parties discussed the matter of the safety of employees assigned to ENG pickups in the field. The parties fully recognize that news gathering assignments in the field by their very nature have historically presented safety issues not normally present in other aspects of the broadcasting industry. In the course of these discussions, the parties recognized that the safety of ENG personnel assigned to these pickups has been and continues to be a matter of prime importance.

The parties acknowledge that an ENG field assignment is "hazardous" only if its performance (or continued performance) necessarily entails an immediate and significant risk of a serious physical injury to the employee(s) assigned. Moreover, it is expressly understood and agreed that while the right of assignment belongs exclusively with the Company, as in the past an employee(s) at the pickup location of a news story who has assessed the particular situation need not commence a hazardous assignment or, if the assignment has already begun but has become hazardous, may withdraw to a position of safety at or near the site of the pickup. In either case, such employee shall use his or her best efforts to fulfill the assignment.

### Section 21.3 Cont'd

As the parties have recognized in the past, any decision not to begin or continue to perform a hazardous assignment must be made in good faith, be reasonable under all of the circumstances, and whenever possible with prior consultation with an appropriate assignment editor or management personnel. If, under the circumstances, such prior consultation is not possible, the decision not to begin or continue to perform a hazardous assignment must be communicated as soon as possible to the appropriate assignment editor or management personnel. In the event of any conflict between an employee's decision and an order to perform given by an assignment editor or a manager, the employee(s) shall not be regarded as insubordinate provided that his or her decision is in accordance with the foregoing provisions.

In view of this, the parties are in agreement that at each Company operating unit where ENG personnel are employed, a special committee, consisting of representative employees from the ENG unit and local management whose presence may be conducive to a discussion of safety shall periodically meet as mutually agreed upon to discuss issues of safety relating to ENG field assignments. At each Company television station these meetings shall be attended by the News Director and other senior station officials. At each network ENG location the Network News Bureau Chief and a senior BO&E official, along with other appropriate management officials will attend such meeting(s). An agreed upon number of ENG field personnel shall attend such meetings as operational requirements permit in order to provide information or make suggestions on the basis of their own news gathering experience. These meetings shall be held no less than once every six (6) months.

## ARTICLE XXII INSURANCE

### Section 22.1

The Company will provide employees, other than employees hired for fixed periods of ninety (90) days or less, at each location, the Company's Employee Life Insurance Plan. In no event will part-time and per diem employees be eligible for such Plan.

(See Sideletter EF.)

Section 22.2

- (a) The Company will permit employees, other than employees hired for fixed periods of ninety (90) days or less, and their eligible dependents, at each location, to participate in the Company's Medical Plan (presently called the Signature Plan) applicable to the employees of the Company generally. In no event will part-time and per diem employees be eligible for such Plan.

(See Sideletter EF.)

- (b) In addition, the Company will provide accidental death, dismemberment and permanent total disability coverage under its Travel Accident Insurance Policy to employees while traveling on Company business in the principal sum of:
- (i) five (5) times the employee's base annual salary, with a maximum benefit of One Million Dollars (\$1,000,000.00); or
  - (ii) One Hundred Thousand Dollars (\$100,000.00), whichever is the greater; or where the employee flies by helicopter at the Company's request, in the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00).

(See Sideletter AX.)

Section 22.3

The Union will be notified of any changes, which affect the employees of ABC generally, made during the term of this Agreement in any of the Programs specified in this Article. Such changes will automatically be made applicable to the employees covered by this Agreement under the same conditions as apply to the employees of the Company generally.

(See Sideletter EF.)

Section 22.4

If, after April 1, 1989, an employee retires at age fifty-five (55) or older under the retirement plan applicable to NABET-CWA-represented employees, he or she will continue coverage under the Company's Medical Plan (presently called the Signature Plan) for the employee and the employee's eligible dependents under the same conditions as would apply to such retiree if he or she were unrepresented.

#### Section 22.4 Cont'd

In addition, employees who have not retired as of March 31, 1989, but who have reached age fifty-five (55) and have attained ten (10) years of Company service by such date shall, upon their retirement, be entitled to coverage under the ABC Comprehensive Medical Expense Plan in effect on March 31, 1989 (with Medicare offset) in lieu of coverage under the terms of the Company's Medical Plan in effect at the time of their retirement under the same conditions as if he or she were unrepresented.

Notwithstanding the above, employees who have retired as of March 31, 1989 under the retirement plan applicable to NABET-CWA-represented<sup>2</sup> employees shall continue to receive coverage pursuant to the provisions of the predecessor Section 22.4 recited in the 1985-1989 ABC Master Agreement.

(See Sideletter EX.)

#### Section 22.5

The Company will make available to regular employees covered by the Master Agreement the right to participate in the Company's Long Term Disability Income Plan (or, at the Company's option, a plan which provides the same benefits and has the same rates of employee contribution as the Company's Long Term Disability Income Plan).

(See Sideletter EF.)

#### Section 22.6

Regular employees will be permitted to participate in the Signature Health Care and Dependent Care Spending Account Plans under the same conditions as apply to the employees of the Company generally.

(See Sideletter EF.)

#### Section 22.7

[Deleted.]

#### Section 22.8

[Deleted.]

ARTICLE XXIII  
RETIREMENT PLAN

Section 23.1

The Company and the Union hereby mutually agree that the jointly negotiated and administered retirement plan existing under the 1997-2003 Master Agreement shall continue in effect as a plan qualified by the Internal Revenue Service in accordance with the following provisions:

- st
- (a) The Company and the Union agree that the Agreement and Declaration of Trust for the ABC-NABET Retirement Trust Fund ("Trust Agreement") shall be amended in accordance with the amendment set forth in Sideletter GQ, paragraph I, and the Pension Plan Text of the ABC-NABET Retirement Trust Plan ("Plan") shall simultaneously be amended in accordance with the amendment set forth in paragraph II thereof. The parties shall take all necessary steps to require their respective Trustees to adopt such amendments.
- (b) As of the effective date of Sections 2, 3 and 4 of the Plan amendment referenced in subsection (a) above (inclusive of any legal notice period), (January 1, 2004), the Company shall contribute five and one-half percent (5.5%) (increased from three percent (3%)) of the base weekly pay of regular employees covered by this Agreement, as well as employees on whose behalf contributions must be made pursuant to the provisions of Stipulation 19, to the ABC-NABET Retirement Trust Fund (the "Trust Fund"), which will be jointly administered by the Company and the Union. Notwithstanding anything in this subsection (b) to the contrary, the Company shall not be required to make a contribution to the Trust Fund in any year in excess of the amount deductible under the Internal Revenue Code.
- (c) As of the effective date of the amendments described in subsection (a) above, (September 26, 2004), except with respect those amendments, the Trustees shall not have the authority to adopt any amendment to the Plan or Trust Agreement that: (i) directly or indirectly affects the level of benefits paid to participants or beneficiaries of the Plan (including, without limitation, amendments related to the level or subsidization of early retirement or disability benefits, eligibility for normal or early retirement or disability benefits, the benefit accrual formula, percentage of compensation used to calculate benefit accruals, the definition of compensation or pay used to calculate benefit accruals, the addition or modification of benefit changes (ad hoc or otherwise) for retirees and beneficiaries, and the addition or



#### Section 23.1 (c) Cont'd

modification of any Plan feature that could increase projected Retirement Plan benefit costs); or (ii) grants to the Trustees any authority that is inconsistent with (i) of this subsection. The Trustees shall have responsibility for managing the Fund's investments, paying benefits and all administrative functions.

- (d) The parties hereby agree that they shall amend the Plan in accordance with and subject to the conditions set forth in Sideletter GQ, paragraph III (Mandatory Adjustment to Pension Formula). Any disputes concerning application of the formula set forth therein shall be resolved in accordance with the dispute resolution procedure set forth in Sideletter GQ, paragraph IV.
- (e) As of the effective date of the amendments described in subsection (a) above, (September 26, 2004), in addition to the amendment set forth in (d) above, the Company and the Union shall have the power to agree to amend the Trust Agreement and/or the Plan as to any matter not within the purview of the Trustees pursuant to subsection (c) hereof by adopting a joint resolution setting forth such amendment.

#### Section 23.2

Within one (1) year of the signing of the 2003-2007 Master Agreement, the Company will provide, by direct mail, each NABET-CWA-represented employee who is eligible for coverage under the Plans and has not already received such materials, a detailed written explanation of all insurance, disability and retirement plans available to NABET-CWA-represented personnel under Articles XXII and XXIII of this Agreement. A booklet that is made available to the employees of ABC generally will satisfy the requirements of this Section.

### ARTICLE XXIV ON-CAMERA APPEARANCES

#### Section 24.1

Planned on-camera appearances of employees, except panoramic shots, incidental shots of employees in the audience area, or in a newsroom, appearances for the purpose of greeting or congratulations and appearances in bumpers, news stories in which such employees are subjects and/or interviewees, or in openings or closes, shall be paid for at the applicable rate specified below. In no event shall pay be required for accidental pickups.

Section 24.1 Cont'd

5 minutes or less	\$ 37.00
over 5 to 15 mins.	73.00
over 15 to 30 mins.	112.00
over 30 to 45 mins.	127.00
over 45 to 60 mins.	142.00
over 60 to 90 mins.	173.00
over 90 to 120 mins.	204.00
Promo - Unlimited use	60.00

iv

It is agreed that if the rates specified in Paragraph 8 of the 2001 AFTRA Code of Fair Practice for Network Television Broadcasting are increased as the result of AFTRA-Company negotiations during the term of this Agreement, such increased rates shall be effective in lieu of the foregoing rates as of the same date they become effective for AFTRA.

At the network, only a technical manager, or at the stations, only a management supervisor for engineering employees, or the appropriate management supervisor for employees in other departments, has the authority to make a commitment to any employee to pay for an on-camera appearance and in the absence of such a commitment employees shall not be entitled to compensation under this Article.

**Section 24.2**

Planned on-camera appearances of employees for which pay is required under the terms of Section 24.1 above shall not be made without the prior consent of the employees involved.

**Section 24.3**

In any office of the Company where there is an AFTRA Code of Fair Practice for Local Television Programs, the "extra" rates in that Code shall apply, in lieu of those set forth in Section 24.1, to any on-camera appearance in a local television program.

(See Sideletter FM.)

**Section 24.4**

The Union agrees that the Company may request a waiver of the provisions of Article XXIV at the Company's Television Stations which waiver will not be unreasonably withheld.

Section 25.1

ARTICLE XXV  
LOCAL QUARTERLY MEETINGS

Section 25.1

The Company and the Union shall meet quarterly at each location for the purpose of information, review and resolution of problems relating to existing and anticipated significant technological developments, major new methods of operation and matters relating to individual employee situations. The Company representatives at such meeting shall consist of the chief operating head and the Labor Relations Department head at the location involved, and the Union representatives shall consist of the highest ranking Local Union officer with the Company and one other designee of the Local Union.

At each such meeting the Company officials will inform the Local Union of anticipated changes in equipment and methods of operation of which they are aware. The Union representatives will be provided with access to available background information relating thereto, and will treat such information on a confidential basis. If the Union, after receipt of information concerning the anticipated developments at the quarterly meeting, wishes to review with the Company its proposed changes, the parties shall reconvene at the earliest possible time after such meeting to take up the matter.

In addition, the quarterly meeting shall take up those issues relating to individual employee problems which either party believes could be useful. It is the intent of this procedure that the discussion of such problems will be conducted on a non-adversary basis, and in a good faith attempt to resolve hardship situations. Such issues may or may not be matters which have been the subject of specific grievances. If the parties are unable to reach a satisfactory resolution of these individual problems, they shall be reconsidered at the next quarterly meeting, provided that those issues which have been the subject of specific grievances may continue to be processed through the grievance and arbitration procedure.

The quarterly meetings shall take place in February, May, August and November unless the parties mutually agree to an alternate schedule.

**ARTICLE XXVI  
SICK LEAVE**

## Section 26.1

- (a) In order to be eligible for sick leave with pay, an employee must, as heretofore, furnish satisfactory evidence of disability. In all cases of sick leave involving absence of one (1) week or more, a physician's statement or certificate setting forth the nature and period of disability must be furnished.

(See Sideletter FV.)

- (b) A regular employee employed other than in the Los Angeles and San Francisco offices shall be eligible for sick leave with pay in each calendar year in accordance with the following schedule:

**Length Of Service At Beginning Of Leave**

<u>More Than</u>	<u>Up To</u>	<u>Maximum Sick Leave</u>
0	6 months	2 wks. (10 work days)
6 months	2 years	4 wks. (20 work days)
2 years	3 years	6 wks. (30 work days)
3 years	4 years	8 wks. (40 work days)
4 years	5 years	10 wks. (50 work days)
5 years	10 years	12 wks. (60 work days)
10 years and over		13 wks. (65 work days)

- (c) Employees in the Los Angeles and San Francisco offices of the Company shall be eligible for paid sick leave or paid short term disability leave as follows:

(1) Paid Sick Leave

Employees in the Los Angeles and San Francisco offices of the Company shall be eligible for ten (10) days of paid sick leave per calendar year. Employees who commence their employment after January 1 of a given calendar year will be eligible for a pro-rata allotment of paid sick leave. Unused sick leave does not carry over into a subsequent year. Payment in lieu of unused sick leave is not permitted. After the fifth (5th) consecutive day of sick leave, an employee will be eligible for further paid leave due to illness only as short term disability leave in accordance with the schedule set forth in (c) 2. below.

Section 26.1(c)(2)

(2) Short Term Disability Leave

An employee in the Los Angeles or San Francisco offices of the Company shall be eligible for short term disability in accordance with the following schedule:

Length of Service At Beginning Of Short Term Disability Leave

<u>More Than</u>	<u>Up To</u>	<u>Maximum Sick Leave</u>
0	6 months	2 wks. (10 work days)
6 months	2 years	4 wks. (20 work days)
2 years	3 years	6 wks. (30 work days)
3 years	4 years	8 wks. (40 work days)
4 years	5 years	10 wks. (50 work days)
5 years	10 years	12 wks. (60 work days)
10 years and over		13 wks. (65 work days)

(3) Relationship Between Sick Leave and Short Term Disability Leave

An employee's use of paid sick leave under this Section (c) 1. shall run concurrently with any paid short term disability leave to which an employee is entitled under Section (c) 2., but only for the first five (5) consecutive days an employee is out of work. After the fifth (5th) consecutive day of sick leave, any subsequent consecutive days will be counted only as Short Term Disability. For example, if an employee who is eligible for ten (10) paid sick days under Section (c) 1. is absent due to illness for seven (7) consecutive work days, the first five (5) consecutive days of that leave would count concurrently as paid sick leave under Section (c) 1. and as Short Term Disability leave under Section (c) 2., but the last two (2) consecutive days would count only as Short Term Disability Leave under Section (c) 2. This employee would then be eligible for five (5) days of paid sick days remaining for use in that calendar year.

- (d) If, after an employee exhausts his or her maximum sick leave with pay as outlined in (b), above, [or for employees in the Los Angeles and San Francisco offices of the Company, short term disability leave as provided in (c) 2.], the employee's disability continues, he or she will be eligible to receive for any further period of disability, but not continuing past six (6) months from the start of the disability, payments at fifty percent (50%) of the employee's salary rate less any amount payable under any state disability benefit program for the applicable period.

- (e) If an employee exhausts his or her paid sick leave entitlements under both Paragraphs (b) and (d) [or for employees in the Los Angeles and San Francisco offices of the Company, short term disability leave in paragraph (c) 2 and (d)] and then returns to work, the employee may again be eligible for compensation under Paragraph (d) if he or she is disabled for a period of five (5) work days; provided, however, that if such subsequent absence is related to the prior disability, the employee must have returned to work for a period of six (6) months before he or she is again eligible for compensation under Paragraph (d).

12

- (f) Eligibility for sick leave with pay under paragraph (b) above, [or short term disability leave in Los Angeles and San Francisco under (c) (2), above] will be renewed as of January 1st each year provided the employee has been actively at work or has been on sick leave [or short term disability leave in the Los Angeles and San Francisco offices under (c) (2), above] with full pay for the final month of the preceding year and he or she has returned to active duty in the subsequent year. Otherwise, an employee absent without pay or receiving compensation pursuant to Paragraph (d) at the end of the calendar year will not qualify for renewed paid sick leave under paragraph (b), [(c) (2) in Los Angeles and San Francisco] or (d) until he or she has returned to active duty for a period of six (6) months.
- (g) No employee shall be entitled to any payments under this Article for any period for which he or she cannot present satisfactory evidence of disability.

(See Sideletter FV.)

- (h) The maximum continuous duration of approved sick leave will be two (2) years, measured from the first (1st) day the employee is absent from work.
- (i) The provisions hereof express the conditions under which employees will receive payment for periods of genuine disability due to illness. The Company's general policy with respect to illness absences will continue to have application to the extent that that policy is not inconsistent with the express terms hereof.

(See Sideletter FV.)

Section 27.1

ARTICLE XXVII  
TUITION CONTRIBUTION

Section 27.1

The Company will permit all eligible regular full-time employees to participate in the Walt Disney Company and Affiliated Companies Educational Reimbursement Plan under the terms and conditions of the Program prevailing during the period of the employee's participation. However, no employee will be permitted to participate in the Plan during any period in which the employee is on a leave of absence, whether paid or unpaid.

ARTICLE XXVIII  
SAVINGS AND INVESTMENT PLAN

Section 28.1

All eligible regular full-time employees covered hereunder shall have the right to participate in the Company's Savings and Investment Plan, subject to the terms and conditions of the Plan prevailing during the period of the employee's participation.

(See Sideletter EF.)

ARTICLE XXIX  
DENTAL EXPENSE INSURANCE PROGRAM

Section 29.1

All eligible regular full-time employees covered hereunder shall have the right to participate in the Company's Dental Plan (presently called the SIGNATURE Plan), subject to the terms and conditions of the Plan prevailing during the period of the employee's participation.

(See Sideletter EF.)

**ARTICLE XXX  
TERM OF AGREEMENT**

**Section 30.1**

Basic minimum wage scales in effect on March 31, 2003 in all Agreements herein, and overtime based thereon, shall continue and remain in effect, except as otherwise herein provided. Effective September 27, 2004, each covered employee in each unit shall receive a payment equal to the difference between the amount of compensation such employee would have earned had an increase in the minimum wage scale of three percent (3%) occurred on April 1, 2003 and continued through May 12, 2003, and the amount such employee actually earned during that same period. Such payment shall satisfy the retroactivity provision of the March 21, 2003 Agreement between the parties extending the terms of the 1997-2003 Master Agreement through May 12, 2003. Other money items, penalties, allowances, upgrades and changes in classifications and other provisions in all Agreements shall be effective September 27, 2003 except as otherwise provided herein.

**Section 30.2**

Employees shall be paid every other week at twice the applicable weekly rates of pay set forth in the applicable agreements.

When employees are paid, they will receive a statement(s) showing the amount paid for base wages, any applicable deductions, and separate amounts paid for the appropriate period for each other item of compensation.

This Section relates only to the procedures involved in payment of compensation and no provision herein shall be deemed to establish or affect any substantive rights or obligations under this Agreement.

**Section 30.3**

This Agreement shall remain in effect until Midnight (New York Time), March 31, 2007. Upon written notice by either party served at least sixty (60) days prior to April 1, 2007, both parties agree to commence negotiations no later than March 18, 2007 for extension or modification of this Agreement for a period to commence April 1, 2007.



Section A1.1

INDIVIDUAL ARTICLES

A. ENGINEERING AGREEMENT

ARTICLE A-I

SCOPE OF UNIT

Section A1.1

The term "employee" as used in this Agreement applies to all the technical employees of the Company wherever located, employed in the Engineering Department of the Company excluding the following: (1) Chief Engineer; (2) Director of Engineering Operations; (3) Administrative Assistant to Chief Engineer; (4) Administrative Assistant to Director of Engineering Operations; (5) Chief Facilities Engineer and Assistants, i.e., audio, radio, television and development; (6) Chief Allocations Engineer and his or her assistant; (7) Architect and his or her assistant; (8) Model Shop Superintendent; (9) Construction Superintendents; (10) Technical Training Director; (11) Staff Engineer; (12) Engineering Managers; (13) Engineers in Charge of Owned and Operated Stations; (14) Operation Supervisors; (15) Television Operation Supervisors; (16) Engineer in Charge of Television; (17) any other persons in executive or administrative positions whose responsibilities are at least equal to those of any enumerated above; and (18) supervisory personnel who do not operate or maintain equipment except for the purpose of training an employee.

Section A1.2

[Deleted.]

ARTICLE A-II

TECHNICAL EQUIPMENT AND JURISDICTION

Section A2.1 - Technical Equipment

Only employees under this Agreement shall operate, maintain and, to the extent heretofore, repair technical equipment, and technical equipment for the purposes of this Agreement includes those facilities of the Engineering Department of the Company used in transmitting, converting and/or conducting audio, video and/or radio frequencies for use in broadcast, closed circuit broadcast, rebroadcast, audition, rehearsal, recording, and/or "on-the-air" playback. The phrase "on-the-air" playback does not apply in the Chicago studios. The operation of audio tape recording and reproducing equipment in Chicago will continue as it is now.

(See Stipulation (7).)

Section A2.2 - Jurisdiction

- (a) In addition to the jurisdiction granted in Section A2.1 it is agreed that the jurisdiction of the Union is expressly applicable to all electronic video equipment (including a combination electronic and motion picture or "slave" camera) used either in connection with live broadcasting or in connection with electronic video recording. It shall include all related electronic, mechanical and optical equipment used operationally for all recording, rerecording, processing, duplicating, editing, cutting, splicing and playback, in connection with such video recordings provided, however, that this Paragraph shall not apply to film editorial and/or film cutting personnel employed by the Company in Los Angeles, California.
- (b) Electronic character generators (e.g., Vidifont, Videograph, Chyron) and keyboard or other input devices associated therewith and memory and storage devices used solely therewith are technical equipment under this Agreement when used for broadcast, closed circuit broadcast, rebroadcast, audition, rehearsal, recording and/or "on-the-air" playback and, when used for such purposes, such devices shall be operated, maintained, and, to the extent heretofore, installed by employees hereunder. Notwithstanding the foregoing, other than employees covered by this Agreement
  - (i) may operate keyboard or other input devices in non-technical areas for the purpose of visually determining the format, layout, size of font or design of material, provided that any decisions reached on such matters by such other persons will be presented to employees covered by this Agreement for entry into the memory or storage of the device or for use live, provided further that such other persons may enter material into the memory or storage of the device on a temporary basis for the purpose of making those determinations described above, and provided further that a tape, cassette or similar memory or storage medium prepared by such other persons may be utilized only for the purpose of conveying information to the NABET-CWA-represented employee who will make entry into the memory, or storage, or to others for the purpose of making the determinations described above, but such tape, cassette or similar memory or storage medium will in no case be used for such entry or for use directly to air or for any other purpose; or

Section A2.2 (b) (ii)

- (ii) may operate keyboard or other input devices for the purpose of creating, composing or producing sophisticated, complicated or advanced graphic or scenic displays or effects, which require operation by a person with special knowledge of the subject matter and where the proper artistic effect requires the operation of the keyboard or other input device by such person and such person has been responsible for the creation of a similar type of product or effect by other than electronic means; or
- (iii) may operate keyboards or similar devices to visually recall material stored in the memory or storage of the device or an associated computer for purposes of information, provided that such operation takes place in a non-technical area.

For the purpose of A2.2(b)(iii) the floor of a studio shall be deemed a "non-technical area"; however, except for election returns, A2.2(b)(iii) shall be applicable to the floor of a studio only for purposes of information to the person operating the keyboard or similar device.

Where inputs to the memory or storage are received from an outside non-Company information-gathering source (e.g., election returns), nothing herein will be deemed to require inputs at such source to be entered by employees covered by this Agreement. In addition, any information which has been collected, input or processed in the memory of any computer by any person not covered by the Master Agreement may be transferred, directly or indirectly, to any technical equipment.

If there are any instances in which the foregoing paragraph or the last paragraph of this Section A2.2(b) creates a severe operational problem for the Company resulting in unanticipated hardships, the matter will be discussed with the Union and, if no satisfactory arrangement is made, the method of handling the matter will be subject to arbitration.

The Company will provide opportunities for employees to improve their skills in the use of such devices in connection with the production of program material. This will include but will not be limited to on-the-job training and outside sources of instruction.

The provisions of this Section A2.2(b) shall be applicable to the operation of keyboard or other input devices when such devices are used to feed information into, or extract information from, a memory or storage device not covered by the first sentence of this Section

A2.2(b) if, but only if, such information is to be fed to an electronic character generator for the purposes set forth in such sentence; otherwise this Section A2.2(b) shall have no application to such memory or storage devices or to such keyboard or other input devices.

- (iv) may load and unload disc-packs or any other storage medium used in connection with the technical equipment described in this Section A2.2(b).

411. (See Sideletter AY and Section A2.2(f).)

- (c) Electronic freehand display devices, or sophisticated electronic graphic display devices (e.g., Telestrator, Chyron, electronic pointers, Scanimate), as well as single combination devices incorporating the features of both character generators and such display devices, and input devices (including keyboard devices) associated therewith, and memory and storage devices used solely therewith, are technical equipment under this Agreement when used for broadcast, closed circuit broadcast, rebroadcast, audition, rehearsal, recording and/or "on-the-air" playback, and, when used for such purposes, such devices shall be operated, maintained, and, to the extent heretofore, installed by employees hereunder. Notwithstanding the foregoing, other than employees covered by this Agreement may operate the input device or devices (e.g., the associated probe which is required to produce the effect the device is capable of producing) under the following conditions:
  - (1) an individual performing on the air, live or during a recording for broadcast or an individual's rehearsal thereof, may operate the input device and operating controls; and
  - (2) an individual creating, composing or producing graphic or scenic displays or effects for storage may operate any associated input device or devices, operating controls, and any technical equipment located in the work areas to which such individual(s) are normally assigned, including but not limited to cameras and videotape machines directly related to such creation, composition or production, and may load and unload disc-packs or any other storage medium used in connection with the technical equipment described in this Section A2.2(c).

It is understood that individuals of the type described herein may utilize such input devices to recall previously stored program material solely for purposes of evaluation, alteration, recomposition, updating or re-creation provided such recall operation is performed in a studio or in the work area to which individuals of this type are normally assigned. In the event a single

Section A2.2(c) Cont'd

combination device incorporating the features of both electronic character generators and electronic freehand display devices or sophisticated electronic graphic display devices is utilized and only the character generator portion of such device is used to produce, compose or create the entire display or effect, the provisions of Section A2.2(b) above shall apply.

Except for those limited exceptions set forth above or to visually recall for purposes of information, provided that such recall operation takes place in a non-technical area, the Company recognizes that the recall of previously stored program material shall be within the jurisdiction of the Union and under no other circumstances shall other than an engineering employee recall any previously stored program material.

*(The two immediately preceding paragraphs shall not apply to the Company's San Francisco and Los Angeles offices. However, the retention of such paragraphs in the other Offices of the Company shall not confer any new rights that did not otherwise exist prior to April 1, 1993, nor shall it diminish whatever rights either party may have had prior to such date. The Awards in AS 84-26 and 84-41 are null and void.)*

The Company will provide opportunities for employees to improve their skills in the use of such devices in connection with the production of program material. This will include but will not be limited to on-the-job training and outside sources of instruction.

The provisions of this Section A2.2(c) shall be applicable to the operation of keyboard or other input devices when such devices are used to feed information into, or extract information from, a memory or storage device not covered by the first sentence of this Section A2.2(c) if, but only if, such information is to be fed to an electronic freehand display device or sophisticated electronic graphic display device for the purposes set forth in such sentence; otherwise this Section A2.2(c) shall have no application to such memory or storage devices or to such keyboard or other input devices.

(See Sideletter AY and Section A2.2(f).)

- (d) A process control computer used to control the operation of technical equipment, as defined in Section A2.1 of the Engineering Agreement, shall fall within such definition of technical equipment. To the extent that such work has not been performed by employees covered by the Engineering Agreement, persons not covered by the Engineering Agreement may prepare

information and/or instructions for insertion into such a computer. Subject to the provisions of Stipulation (16), input devices that are used to insert information and/or instructions into such a computer and equipment used to override such computer will be operated by employees covered by the Engineering Agreement.

Persons not covered by the Engineering Agreement may extract information from such computers by using devices located and operated in other than technical areas.

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A Technical Director will be assigned to any process control computer that is controlling any operation to which a Technical Director would otherwise be assigned.

Nothing herein shall preclude "experts in computer programming" from operating input devices and computer controls located in technical areas for purposes of reprogramming the computer or otherwise adjusting the logic of the system.

An "expert in computer programming" as the term is used above, shall include: (i) experts who are Company personnel (whose names have been furnished in advance to the Union); and (ii) experts who are not Company personnel.

Devices (including computer systems) which are not within the jurisdiction of the Engineering Agreement will not be brought into such jurisdiction simply because of the fact that such devices are used to feed information and/or instructions into and/or extract information from a process control computer under circumstances described in this Section A2.2(d).

The provisions of this Section and Stipulation (16) and practices which may develop thereunder shall have no precedential or prejudicial effect on situations which do not involve the utilization of a process control computer for the purposes set forth in the first Paragraph of this Section nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

(See Stipulation (16).)

Section A2.2(c)

- (e) When NABET-CWA-represented engineering employees are assigned using electronic cameras capable of being hand-held and associated equipment, the following shall be applicable:

1. Staffing as to the number of employees will be as required.
2. The first (1st) employee assigned will be a Technical Director (effective August 9, 2003 referenced as ENG-EFP Camera Operator or ENG-EFP Camera Operator/Editor) whenever such a camera (a) is combined with and feeds a portable video tape recorder, or (b) is feeding to a studio or remote control point but such employee is independently responsible *for the camera unit and associated equipment and is not under the direct supervision of a Technical Director at such studio or remote control point.* If there are two (2) or more employees assigned to a camera unit and (a) or (b) above is applicable, then the second (2nd) employee assigned shall be a Group 5.

(See Sideletter AG.)

3. In cases where a Technical Director (effective August 9, 2003 referenced as ENG-EFP Camera Operator or ENG-EFP Camera Operator/Editor) must be assigned in accordance with the provisions of Paragraph 2(a) or (b) or this Section A2.2(e):
  - (i) On news pickups in the field other Company personnel may communicate with engineering employees. The Company shall designate one (1) person on location who shall have ultimate authority for communicating programming instructions to engineering personnel, if such instructions are not being communicated from a studio or other control point.
  - (ii) News material gathered hereunder, live or taped, may be transmitted to a Company office for broadcast or taping through any available facility. Such transmittal will not be performed by a non-NABET-CWA ABC employee.
  - (iii) Normally, news material gathered hereunder will be edited for use by the Company pursuant to the applicable provisions of the Master Agreement. In situations where the time required to comply with said provisions might reasonably be expected to delay the broadcasting

of such material to the public, then such material may be edited at any available facility. Such editing will not be performed by a non-NABET-CWA ABC employee.

4. (i) When the Company intends to cover a news story with electronic cameras capable of being hand-held, it may pool whatever lighting work is necessary for such coverage with any news and other information gathering company(ies) or organization(s). The companies will rotate such pool lighting assignments on a basis that will assure that ABC's engineering employees will handle a fair proportion of the work involved in such assignments. When ABC is to supply the lighting under such arrangement, NABET-CWA-represented engineering employees will be assigned to perform such work.
- (ii) Similarly, when two (2) or three (3) of the four (4) companies intend to cover a news story and the third (3rd) or fourth (4th) such company is either not covering that news story at all, or is covering it with a film crew, the other two (2) or three (3) companies may pool whatever lighting work is necessary for such coverage. The companies participating in such pool lighting assignments will rotate the assignments on a basis that will assure that ABC engineering employees will handle a fair proportion of the work involved in such assignments. When ABC is to supply the lighting under such arrangement, NABET-CWA-represented engineering employees will be assigned to perform such work.
- (iii) The engineering employees of the company performing the pooled lighting assignment hereunder shall, upon request, perform for any of the other companies such additional or modified lighting work (including relocating and refocusing of lights) as may be required by them for their special use (e.g., a "standupper" that takes place before, during or after the companies' general coverage of the story itself) but may perform such additional or modified lighting for such other companies only if such additional or modified lighting takes place in the same general area as the pooled lighting itself. Where the pooled lighting itself is in a room, the term "general area" shall include the same room or an immediately adjacent area.



Section A2.2(c)4. (iv)

- (iv) In situations when it is ABC's turn to provide pool lighting, if the Company should assign an engineer(s) specifically to the remote location in advance of the arrival of its crew in order to be responsible for the necessary pool lighting work, the classification of one (1) such engineer shall be a Group 7. Except as provided for in the preceding sentence, the parties recognize that lighting for the pool can be assigned to the engineering employees assigned to the crew in accordance with this Section A2.2(e).
- (v) In addition to the foregoing, if two (2) or more of the companies are covering a Presidential trip with equipment of the type covered by this Section A2.2(e), within the Continental United States (but outside Washington, D.C., or its immediate vicinity), such companies may similarly pool whatever lighting work is necessary. The companies will rotate these Presidential trip assignments where lighting is pooled on a basis that will assure that ABC's engineering employees will handle a fair proportion of such overall Presidential trips. The company which has the pool responsibility under the terms of this Subparagraph will assign an additional engineering employee to the crew(s) to perform whatever pool or unilateral lighting work may be required by the pool participants as well as other work that may be required to assist the other crew members, such as moving or transporting equipment. It is understood that on Presidential trips, some lighting functions may be performed by non-Company personnel in connection with "lighting the President", as heretofore.
- (vi) The foregoing Subparagraphs are only applicable to pickups of the type described in Subparagraphs (i), (ii) and (v) where camera coverage is handled on a unilateral basis by each company and it is therefore understood that technical work unrelated to lighting will not be affected by this Agreement.
- (vii) A record will be kept by the Company of pool assignments made hereunder and will show which companies' employees were assigned to do the lighting work. The purpose is to assure an equitable distribution of the work performed hereunder. Such record shall be available to the Union.

- (viii) This Paragraph 4 is limited to the situations described above. It is not intended to imply either the same or a different treatment in other situations. It will not be precedent for any assignments of work on any pickups except those specified herein, and neither this Paragraph 4 nor any practice under it on any pickup covered by it, nor any practice preceding this Paragraph 4 if it had been in effect on that date, will be cited in any case covering a different type of pickup. Specifically, not to be cited in any such case, is the use of the lighting "pool" arrangement hereunder for pooling only part of the technical work involved in a particular pickup.
- (ix) It is the intent of the foregoing provisions of this Section A2.2(e)4 that when two (2) or more of the four (4) companies are covering a news pickup with equipment of the type described herein, the lighting will be performed by the engineering employees of one (1) of such companies. However, it is recognized that situations may develop when organizations other than ABC, CBS, CNN and NBC are already present at the site of the pickup which may make it impracticable for any of the companies to set up lights although their gear and engineering personnel are available at the site. If such situations are not kept to a minimum, ABC and NABET-CWA will consult with each other in order to develop procedures, together with other companies and unions, if possible, to solve such problems
- (x) On news pickups in the field, not covered by (i) through (ix) above, engineering employees assigned to the event in accordance with this Section A2.2(e) shall perform any lighting functions that are performed unless the lighting is to be performed in a location where another union has contracted "house jurisdiction" over lighting functions which does not exclude electronic news pickups. Further, when lights have already been set up by other film or tape crews at a place where the news story is to be covered, the pickup may be made without employees hereunder setting up lights if such other lights are sufficient for the pickup. (It is the intent of the Company that the engineering crew and their gear will normally be assigned to the site in such a manner that they will have time and equipment to do the lighting just as though no one else had done it.)

(See Sideletters AZ and BA.)

Section A2.2(e)5 (i)

5. (i) Nothing in the Master Agreement shall preclude the Company from:
    - (a) utilizing stations to do pickups that are made outside a radius of two hundred (200) miles of each owned television office of the Company as set forth in Section 11.4 of the Master Agreement, provided the station is within two hundred (200) miles of the pickup; and
    - (b) utilizing affiliates to do pickups that are made outside a seventy-five (75) mile radius of each owned television office of the Company as set forth in Section 11.4 of the Master Agreement, but if such pickup is made within a two hundred (200) mile radius of such office, the affiliate must be *within thirty-five (35) miles of the pickup*; and
    - (c) using talent to perform a live "wraparound" of material and a live "voice over" of material from the facility transmitting the material if the material originates outside a seventy-five (75) mile radius of any television office of the Company and is being transmitted under Paragraph 3(ii) of Section A2.2(e); and
    - (d) accepting videotaped news material, either within or without any of the radii above mentioned, from a "stringer", i.e., a person not covered by this Agreement who sells news material to the Company but who is not an employee of ABC and has not been assigned nor hired by the Company to cover the news story.
  - (ii) An ENG assignment is one in which employees are assigned to the gathering of news in the field using electronic cameras capable of being hand-held and associated equipment and the technical editing of such news in the field.
6. The following provisions shall apply to staff employees engaged at Company News Bureaus (other than the Washington News Bureau) within the Continental United States (except Alaska), for engineering functions associated with news material obtained by electronic cameras capable of being hand-held and associated equipment:

- (i) Such staff employees shall be covered under the Master Agreement to the extent set forth below, and shall constitute a separate seniority group at each such Bureau, subject to the provisions of Paragraph (v) below, except that those Bureaus within two hundred (200) miles of a television office covered by this Agreement shall be a part of the nearest television office for Unit Seniority purposes. For purposes such as per diem, hotel and travel expenses, either the Bureau or the employee's home, whichever is the more appropriate, shall constitute the employee's home office. In addition to such staff persons, such Bureaus may employ persons on a daily basis to work in and/or outside such Bureaus, subject to the daily employment provisions in Article A-XIV.
- (ii) Those staff employees who are primarily assigned to news pickups in the field shall be employed and or upgraded in accordance with the provisions of Section A2.2(e)2. Staff employees assigned as ENG video tape editors in the field shall be upgraded to Group 7. In the event the Bureau employs six (6) or more regular NABET-CWA-represented engineering employees on staff, one (1) such employee, who shall be operational, will be upgraded to Group 7.
- (iii) In the event the Bureau elects to establish facilities for recording, editing and transmittal of news material, and engages staff employees primarily to perform such work, such staff employees shall be classified as Group 5 and paid according to the wage scale for Group 5 set forth in Section A3.1. Such employees may be assigned to engineering functions, such as recording, editing, playback and transmittal of taped news material, and maintenance of equipment necessary for news pickups in the field. They may be assigned to news pickups in the field when necessary and shall be upgraded in accordance with Section A2.2(e)2. Nothing herein shall preclude other employees assigned to a Bureau who are not covered by this Agreement from occasionally handling and operating technical equipment at the Bureau when employees covered by this Agreement are not readily available, nor shall anything herein preclude employees primarily assigned to field crews from also performing such work when necessary.

Section A2.2(e)6 (iii) Cont'd

However, persons represented by other craft unions may not operate technical equipment, as defined in the Engineering Agreement, at the Bureau. Only the upgradings set forth in Section A2.2(e)2, the upgrades for editing as set forth in Sideletters AB and AB-1 and the upgrades set forth in Paragraph (ii) shall be applicable to employees in Paragraphs (ii) or (iii) of this Section.

- (iv) The Master Agreement shall cover the staff employees in Paragraphs (ii) and (iii) above, as *applicable and consistent with* the nature of the work and the provisions set forth herein.

If Bureau facilities or Bureau engineering employees are utilized for other than ENG work, the provisions of the Engineering Agreement shall be *applicable to such work*.

- (v)
  - (a) Each Company News Bureau (other than the Washington News Bureau) within the Continental United States (except Alaska) which is located more than two hundred (200) miles from a television office of the Company as set forth in Section 11.4 shall be treated for purposes of this Paragraph (v) as being tied to the nearest such television office.
  - (b) When layoffs of regular engineering employees are to be made pursuant to Sections 11.6(a) or (b) in any television office of the Company which is tied to such a Bureau and there are staff engineering employees who are then currently employed at a Bureau tied to that office who have less Unit Seniority than employees who are to be laid off at the office, such Bureau employees shall be laid off in place of the more senior employees at the office.
  - (c) In the event Bureau employees are laid off pursuant to Subparagraph (b) above, the reduction in force in the television office shall be effectuated in the following manner:
    - (i) The Company shall transfer an employee(s) from the office to the Bureau, such employee(s) to be selected in the sole discretion of the Company from among volunteers from the

Engineering Unit at such office who are qualified to perform the job functions to be filled by the transfer. It is further provided that nothing shall prevent the Company from transferring volunteers who are not so qualified.

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In the event there are no volunteers who so qualify or volunteers whom the Company is otherwise willing to transfer, or an insufficient number of such volunteers to fill such vacancies, the Company shall have the right to transfer the least senior employee(s) at the office. If the least senior employee(s) either is not so qualified or refuses the transfer then such least senior employee(s) at the office may be laid off in order to accomplish the reduction in force.

- (d) Notwithstanding the provisions of the second sentence of Section 12.1(b) of the Master Agreement, any employee who transfers for any reason to a Bureau from a television office of the Company as set forth in Section 11.4, or from one Bureau to another, shall be credited with his or her Total Unit Seniority for purposes of the operation of Subparagraph (b) above and Paragraph (vi) below. An employee may not be compelled to accept a transfer from an office to a Bureau, from a Bureau to any office, or from one Bureau to another, but may be subject to layoff for refusal to accept such transfer; pursuant to Subparagraphs (c) above and (e) below.
- (e) When layoffs of regular engineering employees are to be made pursuant to Sections 11.6(a) or (b) in any Bureau of the Company which is tied to such an office of the Company and there are staff engineering employees who are then currently employed at the office tied to that Bureau who have less Unit Seniority than employees who are to be laid off at the Bureau, such office employees shall be laid off in place of the more senior employees at the Bureau and the least senior employee(s) at the Bureau will be transferred to

the office to which the Bureau is tied. If the Bureau employee refuses the transfer to the office, he or she may be laid off by the Company in order to accomplish the reduction in force.

- (f) Any employee laid off pursuant to Subparagraph (b) or (e) above shall have rehiring rights pursuant to the provisions of Section 11.7 at the Bureau or office from which the employee is laid off and, similarly, shall have such rehiring rights at the office tied to that Bureau or at the Bureau as the case may be, on the basis of his or her Unit Seniority provided, however, that if the employee accepts employment at the facility (Bureau or office) other than the facility from which he or she is laid off the employee shall pay his or her own moving and relocation expenses, and further provided that with respect to the exercise of rehiring rights at a Bureau by an employee who was laid off at an office, such employee must be qualified to perform the job functions of the position to be filled at the Bureau.

- (vi) (a) An engineering employee who transfers to a Bureau from an office of the Company as set forth in Section 11.4 (other than the office to which that Bureau is tied) will have a three (3) year period, commencing with the start of employment at the Bureau, during which the employee may, under the conditions specified above, return at his or her own expense to his or her original office of employment if during the three (3) year period either of the following should occur:

- (i) the Bureau is closed down, or the operation is so curtailed that the transferee is to be laid off from the Bureau; or,
- (ii) the Company and the Union mutually agree that the transferee has been unable to adjust to the Bureau operation even though there has been no change in his or her own skills and abilities.

- (b) In the instances specified in (vi)(a) above, the employee will have the following rights:

Section A2.2(e)6 (vi)(b)(i)

- (i) The employee may return to his or her original office of employment if there is a vacancy at such office and if the transferee has more Unit Seniority than all employees on layoff from such office who have recall rights.
  - (ii) The employee may return to his or her original office of employment although there is no vacancy at such office, if he or she has more Unit Seniority than any one employee at such office. In such case, an employee at such office will be laid off in accordance with the layoff provisions of the Master Agreement in order to permit the transferee's return.
  - (iii) The employee may not return to his or her original office of employment if there is no vacancy and no employee at such office with less Unit Seniority than his or her own. In such case, the transferee will be laid off from the Bureau, and he or she may elect to be placed in a layoff status from his or her original office of employment rather than from the Bureau, in which case the transferee will have the recall privileges specified in Section 11.7 of the Master Agreement in reference to vacancies at the original office of employment.
- (c) A transferee's service at the Bureau shall be included in his or her Unit Seniority at the office of employment to which the transferee returns on active or layoff status.
- (vii) (a) Every ENG staff job opening in the News Bureaus will be posted in each television office of the Company at least two (2) weeks in advance.
- (b) The Company will give consideration to NABET-CWA-represented employees who apply to fill such vacancies. At least the first (1st), third (3rd), fifth (5th), etc., person employed at each Bureau will be from among qualified NABET-CWA people who apply. If an insufficient number of NABET-CWA people apply to fill the above formula or if an insufficient number of



Section A2.2(e)6 (vii)(b) Cont'd

those who do apply are qualified, then the formula will be modified to the extent necessary to fill the vacancies. Nothing herein shall obligate the Company to fill the even-numbered vacancies on the list.

- (c) Applicants who are accepted will pay their own moving and relocation expenses.
  - (viii) The Company agrees that it will not establish News Bureaus on a temporary basis to provide coverage (news or otherwise) of major events such as, but not limited to: political conventions, inaugurations, Olympics, any sporting event, etc.
  - (ix) The term "staff employee(s)" is used in this Section A2.2(e)6 to describe full-time employees as distinguished from persons hired on a daily basis permitted in Article A-XIV.
7. This provision shall be applicable to NABET-CWA-represented engineering employees assigned, at the Company's option, outside the Continental United States, Puerto Rico or Canada (herein called "overseas") to news field assignments using electronic cameras capable of being hand-held and associated equipment. The "Continental United States" for the purpose of this Section only, includes Alaska and Hawaii. The term "employees" as used in this Paragraph 7 shall refer to either staff employees or daily hires, and shall include members of a camera crew(s) and persons who may be assigned to operate video tape equipment. Employees so assigned will, upon individual request, be excused from such assignments, provided, however, that the Company, after having made a reasonable effort to find a qualified replacement from the same office or Bureau, whichever is applicable, can find such a qualified replacement. The term "qualified" in this Section A2.2(e)7 shall include accreditation, the possession of a valid passport and/or visa, security clearances, etc., as well as technical qualifications. In no event shall an employee be so assigned for a period in excess of thirty (30) consecutive days without his or her consent.
8. The foregoing provisions of this Section A2.2(e) are applicable only to the equipment described. These provisions and practices which may develop thereunder shall have no precedential or prejudicial effect on situations not involving the utilization of this equipment nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

(See Sideletters BB and BC.)

9. The past practices and interpretations of the Master Agreement that existed prior to July 10, 2003 at all Network News operations and at WLS-TV, KABC-TV, KGO-TV and WABC-TV with respect to each such Network News operation or station regarding persons, stations, organizations or production facilities not covered by the Master Agreement to gather news, originate interviews or transmit news material for such Network News operations or stations shall continue to apply. Further, with respect to the aforementioned television stations, each station shall continue to use its NABET-CWA-represented employees to gather or transmit news material for affiliates or other organizations, which are not covered by the Master Agreement, upon request by such affiliates or organizations, to the extent the NABET-CWA-represented employees have gathered or transmitted such news material prior to July 10, 2003.

(See Sideletter GH.)

- (f) Material designed for use in connection with technical equipment covered by Sections A2.2(b) and (c) above, which has been gathered and/or created by outside news and other information gathering organizations and by outside graphics service organizations (including, but not limited to, Associated Press, United Press International, Metro Traffic, Reuters, News Election Service, National Weather Service, G&G Designs and any other outside organization whose services are generally available to the broadcast industry, albeit on an exclusive basis in any market) may be utilized for any purpose in connection with such technical equipment, and may be inserted into the memory of such equipment either by direct connection from the outside organization, or indirectly through a storage medium, or through any computer system(s), or by any other means.

#### Section A2.3 - Video Tape

- (a) The jurisdiction set forth in Sections A2.1 and A2.2 shall apply to video tape equipment, which includes portable video equipment. Only employees under this Agreement shall operate, modify and maintain such video tape equipment utilized in connection with any process using electronic methods, wholly or partly for the storage and reproduction of video information and other signals pertaining thereto. This shall be expressly applicable to video tape or any substitute therefor (but not including motion picture film) and electronic

Section A2.3(a) Cont'd

storage or memory devices used in connection with animation processes, sequencing and timing operations.

The aforesaid jurisdiction shall apply in the following circumstances:

- (1) Programs produced by the Company which are recorded or prerecorded on video tape for broadcast by the Company, including programs produced by the Company which are converted from live or film to pre-recordings on video tape.
  - (2) Programs produced by others for the Company which are prerecorded on video tape for broadcast by the Company, if the Company has the basic underlying property rights to the programs and subcontracts the production of the programs to others.
  - (3) It is understood and agreed that the jurisdiction set forth in this Section A2.3 shall also apply to the types of programs set forth herein when produced by a subsidiary of the Company (except those which own and operate a station) so long as the Company has the right to determine the recording facilities where the program is to be recorded or prerecorded if such program is being produced for broadcast by the Company.
- (b)
- (1) The Union has exclusive jurisdiction in accordance with this Section within a two hundred (200) mile radius of a television Owned Station covered by the provisions of this Agreement except programs originating from the regular studios of an affiliate.
  - (2) Outside a radius of two hundred (200) miles of a television Owned Station covered by the provisions of this Agreement, video tape pickups may be made by any station within two hundred (200) miles of the pickup. Should the station not have the necessary technical manpower on regular payroll, any augmentation of engineering personnel must be on a one-for-one basis with the first (1st), third (3rd), fifth (5th), etc., engineer being supplied from an Owned Station covered by this Agreement. The Company may send a Technical Director to represent it in a supervisory capacity in lieu of the first (1st) Company engineer called for herein. If no station within two hundred (200) miles of the pickup is able to make the pickup, the pickup must then be made by an Owned Station covered by this Agreement. Should there be no station within two hundred (200) miles of the pickup, the pickup must then be made by an Owned Station covered by this Agreement.

- (3) Sections A2.3(b)(1) and (2) above do not apply to video tape recordings used solely for reference purposes or for time zone delayed broadcasts or delayed public service broadcasts by the President, Vice President or members of the Cabinet. The Company will record and/or playback all time zone delayed broadcasts from an Owned Station under this Agreement using the Company's facilities, except that nothing herein shall preclude any station from handling its own playback or any affiliate from recording and/or playing back to a region which does not include an Owned Station under this Agreement.
- (4) Sections A2.3(b)(1) and (2) above do not apply to Sessions and Committee or Council meetings originating from the United Nations. This exception shall not apply to originations or portions thereof when the Company uses its facilities at the United Nations; directs at the United Nations the program efforts; assigns Company personnel at the United Nations for participation in the pickup; or contributes any of the program elements at the United Nations; nor shall this exception apply to programs utilizing the United Nations for the purpose of locale or setting.
- (5) The Company agrees that it will not assign programs to be prerecorded, recorded or played back on video tape to an affiliate or others for the purpose of depriving the employees under this Agreement of the jurisdiction set forth herein.
- (6) Owned Stations not covered by this contract are to be considered affiliates for the purposes of this Section A2.3(b).
- (7) Sections A2.3(b)(1) and (2) above do not apply to news events when time does not permit the assignment of employees covered by this Agreement to the point of pickup or when owned or leased equipment or telephone line facilities are not available to make the pickup, provided that such video tapes are recorded and/or played back by employees hereunder.

(See Sideletter AN.)

- (8) Sections A2.3(b)(1) and (2) above do not apply to news and news special event programs originated on a pool basis by or together with any news or other information gathering company(ies) or organization(s) and/or any station(s). Nothing herein shall limit the right of the Company to utilize the facilities of the pool arrangement for its own origination when others involved in the pool are not

Section A2.3(b)(8) Cont'd

broadcasting, provided that such facilities are utilized for such pool broadcast by other participants in the pool. The Company agrees to review promptly with the Union any claim that the Engineering employees of the Company are not handling a reasonable proportion of the pool programs which it broadcasts. Where Company crews are needed for White House pool assignments in Washington, D.C., the Company will endeavor to give preference to the use of weekly staff employees for such assignments.

- (9) Where the Company cannot obtain access to the point of pickup it may broadcast any program originated in cooperation with any company or organization without assigning an employee to the pickup. When time permits, the Company will notify the Union of its intended utilization of this Section prior to the broadcast.
- (10) When technical equipment at the point of origination does not require the presence of an employee covered by this Agreement in order to originate a program from such a point, nothing in this Article shall require the presence of such an employee. This Section shall not be construed to infringe on NABET-CWA jurisdiction where work covered by the Agreement is required to be performed at remote locations, nor shall it preclude NABET-CWA from grieving as to whether work covered by the Agreement is or is not required in any specific remote pickup.

(See Sideletter AL.)

- (c) [Deleted.]
- (d) As used in this Section A2.3, the terms "program" and "programs" shall include program material or portions of programs (i.e., inserts or segments of any length) or entire programs.

(See Sideletters BP, DA and DB.)

**Section A2.4 - New Devices**

- (a) In the event that the Company introduces or permits to be used any process, machinery, equipment or device which substitutes for, supplements or replaces any present process, machinery, equipment or device being operated as of the date of this Agreement by employees within the Bargaining Unit, such process, machinery, equipment or device shall be operated, maintained and, to the extent heretofore, repaired only by employees in the Bargaining Unit herein set forth.

- (b) [Deleted.]
- (c) Paragraph (a) above is not applicable to the production and processing of film.
- (d) Nothing in this Section A2.4 shall be construed so as to modify any existing collective bargaining agreement or certification by the National Labor Relations Board to which the Company is a party or which controls the operation of devices in connection with broadcasts over Company facilities.

#### Section A2.5

On any programs, on and off controls may be operated by talent and/or personnel who are assigned to the program and given the responsibility for monitoring and interrupting unacceptable program material. In addition, talent may operate on and off microphone controls as part of their assignment as talent when programming circumstances warrant.

#### Section A2.6

- (a) Work on technical equipment which is performed by a manufacturer or the manufacturer's representative in fulfilling the manufacturer's warranty may be performed by persons outside the Bargaining Unit for the period of such warranty up to a maximum of five (5) years after such equipment is put into operation, or for such longer warranty period as the Company may obtain at the time of technical equipment purchase or lease, or for any renewal or extensions thereof, with the manufacturer or its successor. Provided, however, that (i) in the case of faults in design or workmanship, or (ii) where equipment does not meet the specifications as represented by the manufacturer and where, in either case, the deficiency has not been discovered or remedied within the warranty period as described above, work on such equipment may be performed by persons outside the Unit. When persons outside the Bargaining Unit perform work on technical equipment under the circumstances described in (i) and (ii) above, the Company will, whenever practicable, notify the Union in advance of the work to be performed and, upon request, will make available to the Local Union involved a copy of the warranty and asset number of such equipment. Such work may be performed either on or off Company premises.

A maintenance engineer assigned to perform maintenance duties pursuant to the provisions of Paragraph 3. of Sideletter DK shall be upgraded to Group 6 for the period of such assignment.

Section A2.6(a) Cont'd

*[Grievance AS 00-09 is hereby withdrawn with prejudice and the Union agrees not to refile the same.]*

- (b) (i) In the event that the manufacturer of technical equipment requires, as a condition of sale or lease, that the Company refrain from attempting to repair and/or maintain such equipment, then the manufacturer or the manufacturer's representative may perform such maintenance and/or repair, either on or off the Company premises, to the extent that the Company is not permitted to do so. Upon the Union's request, the Company will supply to the Union the relevant documentary evidence establishing the manufacturer's requirement that the Company not perform the work involved.
- (ii) In addition, the Company may have complex and sophisticated maintenance and/or repair work on technical equipment performed by the manufacturer of the equipment or the manufacturer's representative either on or off the Company premises where (1) the work to be done is not within the current capabilities or qualifications of Unit personnel; or (2) the Company is unable to reasonably obtain the tools, equipment, techniques, technical layout or other similar technical resources to do the work itself.
- (iii) In addition, the Company may have maintenance and/or repair work on technical equipment performed by outside vendors when such equipment is sufficiently out of date or aged such that the parts or tools necessary for the prompt repair of such equipment are not readily available in sufficient quantities to timely effect such maintenance and/or repair.
- (c) The foregoing provisions of Section A2.6 shall not affect the Company's right to have work performed by persons outside the Bargaining Unit whether or not the technical equipment is under warranty, in accordance with Section 6.1.

(See Sideletters DP and GC.)

**Section A2.7 - New Technical Equipment - Prior Discussions**

Prior to the operational use of new technical equipment by Technical Operations, the Company will notify NABET-CWA of its decision to use the equipment in order that any operational problems involved may be discussed. The Company will make available a copy of specifications and instructional material in its possession.

Whenever possible, such notice will be given in writing at least three (3) weeks prior to the placing of such equipment into operation.

#### Section A2.8 - Shooting of Motion Picture Film

It is agreed that the Company will not shoot motion picture film (including the recording of sound track in connection therewith) in any studio or theatre in which employees of the Company covered by the Engineering Agreement between the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, CLC, and ABC, Inc., are regularly or occasionally employed. The motion picture film referred to herein does not include newsreel films, documentary-type films, industrial films, promotional films, on-air advertising films, and/or training films.

Any piece of electronic equipment which is used in the broadcasting of radio and/or TV programs, and any piece of electronic equipment used in the making of electronic recordings shall not be used in the production of optical films.

#### Section A2.9

- (a) Video cassette recording and playback equipment which is located in Company offices (including conference rooms, screening rooms, etc.) may be installed (including any necessary adjustment), repaired, connected, re-connected or disconnected to and from the in-house RF or similar system and maintained by persons outside the Bargaining Unit.
- (b) Except in editing rooms or suites or other technical areas where NABET-CWA-represented engineering employees are assigned to edit video tape, video cassette recording and playback equipment may be operated by persons outside the Bargaining Unit for any purpose, but not so as to infringe on the Union's jurisdiction over the physical editing of video tape as provided in this Agreement. It is specifically understood that locating and noting precise edit points (e.g. using time code) while playing back material does not infringe on the Union's editing jurisdiction. Such equipment may also be used by persons outside the Bargaining Unit in non-technical areas to record material for non-broadcast purposes.
- (c) Television monitors, sets and/or receivers which are located in Company offices (including conference rooms, screening rooms, etc.) may be installed (including any necessary adjustments), repaired and connected, re-connected or disconnected to and from the in-house RF or similar system and maintained by persons outside the Bargaining Unit.



## Section A2.10

### Section A2.10

The operation, installation and maintenance of audio-visual loggers (time-lapse reference machines) will be on the following basis:

- (a) The machines will not produce audio or video of acceptable quality for broadcast purposes. The Local Union will be given a list showing each such machine and its location and the Company will update the list to reflect any changes.
- (b) Audio-visual loggers (whether having the capacity for recording, playback or both) will be installed and maintained by NABET-CWA-represented engineering personnel, subject to the manufacturer's warranty as set forth in Section A2.6.
- (c) Any such machines which have usable recording capabilities will be located in areas in which NABET-CWA-represented engineering personnel are normally assigned. Any operation of such machines in such areas will not be performed by other than NABET-CWA-represented engineering personnel. It will be the responsibility of NABET-CWA-represented engineering personnel to affix and initial labels as required, and to make available tapes recorded on such machines for the purposes hereinafter described.
- (d) Such tapes may be played back on such machines in the Company's business and financial offices by Company personnel other than NABET-CWA-represented engineering personnel in those departments of the Company responsible for quality control, broadcast standards and practices, sales service, accounting, legal affairs and logging.
- (e) Neither such machines nor such tapes will be used for production viewings and screenings or for program production or broadcast purposes. Nor shall such machines be used for distributing feeds.

### Section A2.11

Notwithstanding any arbitration awards, grievance settlements, practices, or provisions in the Master Agreement to the contrary, persons other than NABET-CWA-represented engineers may hand-carry or otherwise transport technical equipment, provided, however, that vehicles in which technical equipment is installed will not normally be driven by non-NABET-CWA Company employees. In addition, persons other than NABET-CWA-represented engineers may, on news field assignments, hold microphones during their operation.

ARTICLE A-III  
CLASSIFICATIONS AND WAGE SCALES

Section A3.1

Groups for the purpose of classification and minimum wage scales for regular employees shall be as follows:

Group 2 - Radio and Television

Radio Engineer (2)  
Camera Operator  
Audio Operator (2)  
Studio/Field Engineer  
Graphics, Electronic Character Generator and/or Still Store Operator  
Technical Stock Clerk/Utility

Minimum Wage Scale (Per Week):

The in-hire rate during the first year of employment may, at the Company's option, be \$950.00.

<u>8/9/03-</u>	<u>8/7/04-</u>	<u>8/6/05-</u>	<u>8/5/06-</u>
<u>8/6/04</u>	<u>8/5/05</u>	<u>8/4/06</u>	<u>3/31/07</u>
\$1275.00	\$1313.50	\$1353.00	\$1393.50

(See Sideletters CC and GK Para. 10.)

Group 5 - Radio and Television

Audio Operator  
Hand Held Camera Operator  
Video Operator  
Editor  
VTR Operator  
ENG Audio Operator  
ENG Field Technician  
ENG Field Technician/Editor  
Sr. Network ENG Technical Support Engineer  
Media Preparations Operator  
Robotic Camera/Video Shading Engineer

Section A3.1 Cont'd

LDE

Graphic Artist (NY)

Network Studio Camera Operator – New York and Los Angeles\*

Radio Engineer (5)

Minimum Wage Scale (Per Week):

The in-hire rate during the first year of employment may, at the Company's option, be \$950.00.

8/9/03-	8/7/04-	8/6/05-	8/5/06-
<u>8/6/04</u>	<u>8/5/05</u>	<u>8/4/06</u>	<u>3/31/07</u>
\$1372.00	\$1413.00	\$1455.50	\$1499.00

\* See March 3, 2000 Letter of Agreement Between the Parties which sets forth the circumstances under which Group 5 is paid.

(See Sideletters CC, and GK Para. 10.)

Group 7 - Radio and Television

ENG-EFP Camera Operator

ENG-EFP Camera Operator/Editor

Maintenance

SNG Operator

LDE

Specialty Camera Operator

Graphic Artist (NY)

Post Production Editor

Editor

Control Center Engineer

Network ENG Tech Support Supervisor

Transmission Engineer

Technical Support Supervisor (Radio)

Radio Engineer (7)

Minimum Wage Scale (Per Week):

The in-hire rate during the first year of employment may, at the Company's option, be \$1,100.00.

<del>8/9/03-</del> <u>8/6/04</u>	<del>8/7/04-</del> <u>8/5/05</u>	<del>8/6/05-</del> <u>8/4/06</u>	<del>8/5/06-</del> <u>3/31/07</u>
\$1441.50	\$1484.50	\$1529.00	\$1575.00

(See Sideletter GK Para. 10.)

### Group 8

#### Television Technical Director (8)

<del>8/9/03-</del> <u>8/6/04</u>	<del>8/7/04-</del> <u>8/5/05</u>	<del>8/6/05-</del> <u>8/4/06</u>	<del>8/5/06-</del> <u>3/31/07</u>
\$1544.50	\$1591.00	\$1638.50	\$1687.50

The re-classification of Technical Directors from Group 7 to Group 8 in the 1993-1997 Master Agreement is limited to those Network and/or Owned Television Station employees who are classified as "Technical Director" and who are covered by the provisions of Stipulation 8 as well as Article A-IV. (By way of illustration, in the New York office of the Company those Network employees are included within the 181-110 Cost Center.) The re-classification does not apply to any other person who is classified as Group 7 who operates a switcher and/or related equipment.

(See Stipulation (8)(e).)

#### Video Tape Librarians - Minimum Wage Scale (Per Week)

<del>8/9/03-</del> <u>8/6/04</u>	<del>8/7/04-</del> <u>8/5/05</u>	<del>8/6/05-</del> <u>8/4/06</u>	<del>8/5/06-</del> <u>3/31/07</u>
\$1095.00	\$1128.00	\$1162.00	\$1197.00

No regular employee on the payroll as of May 12, 2003, will be downgraded from his or her permanent classification as of that date as a direct result of the simplification of the job titles contained herein in the negotiations for the successor to the 1997-2003 Master Agreement.

#### Section A3.2

#### Section A3.2

The classification of employees in this Article is solely for the purpose of establishing minimum wage scales. Except as set forth in Article A-VII, the Company shall not be required to employ or assign one or more employees to each of the classifications or groups set forth above in this Article.

#### Section A3.3

[Deleted.]

### ARTICLE A-IV TECHNICAL DIRECTOR AND TECHNICAL LIGHTING

#### Section A4.1

The Technical Director is responsible for the production of a technically acceptable television production as assigned and is in technical charge of the studio during production and, unless another Group 8 is present, during engineering knockdown.

(See Stipulation (8).)

#### Section A4.2

The Technical Director shall switch, supervise and be responsible for the technical performance of the entire assigned group of technicians engaged in lighting, video control, audio, camera and all other functions of a technical nature necessary to the production. The Technical Director or his or her designee only shall issue instructions to crew members on all dress rehearsals and all broadcasts of rehearsed programs, provided that during all other rehearsals and during broadcasts of unrehearsed programs this rule shall not apply, it being understood that the Program Director, or in the Program Director's absence his or her designee, shall have the widest possible latitude in creating the program.

(See Sideletter BD.)

#### Section A4.3

In order to maintain good technical standards in engineering practices the Technical Director shall, subject to his or her supervisor and existing jurisdictional arrangements, determine the acceptability for use of electronic or mechanical

technical equipment for visual or aural special effects in order to carry out, in accordance with engineering standards, the artistic effects desired by the Program Director. The Technical Director shall serve as liaison between the Director, Producer and technical personnel assigned to him or her during the period following dry rehearsal on any program to which the Technical Director is assigned. No member of a crew will be removed unless the Technical Director is advised of the reason therefor, which advice shall be in advance whenever reasonably practicable.

(See Stipulation (8)(c).)

#### Section A4.4

The Light Direction Engineer or other employee designated by the Technical Director shall be the only person who may direct personnel in connection with the handling and placement of lighting equipment on any production.

(See Stipulation (2).)

#### Section A4.5

It shall be the responsibility of the Technical Director to assure that requests on lighting are complied with consistent with good engineering practices and technically acceptable pictures, and consequently all requests for lighting changes as to mood, special effects, etc., shall be handled through the Technical Director. In the event of a disagreement between the Program Director and the Technical Director in connection with lighting, the Program Director's decision shall be followed, provided, however, the full responsibility for the technical quality due to the lighting shall be assumed by the Program Director.

### ARTICLE A-V ISSUANCE OF WORK ASSIGNMENTS

#### Section A5.1

When a Group 5, Group 7 or Group 8 employee is on duty, the issuance of work assignments by the Company shall normally be made through such Group 5, Group 7 or Group 8 employee. However, nothing herein shall be construed to limit management or supervisory personnel from issuing such assignments.

Section A6.1

ARTICLE A-VI  
SOUND EFFECTS - CHICAGO AND LOS ANGELES

Section A6.1

The following provisions shall apply to the Company's operations in Chicago and Los Angeles only:

Section A6.2

Only employees under this Agreement shall install, connect and operate the sound effects equipment of the Sound Effects Department and shall, to the extent that such work was previously performed by employees in jobs now under this Agreement, design, develop, construct, maintain, improve, repair, catalogue, inventory and demonstrate sound effects equipment. Sound effects may be executed and put into the electronic system in any way.

Section A6.3

Definition of Sound Effects - Sound effects are all those sounds, exclusive of live voice or live music, used to create the illusions necessary in radio broadcasting and in television.

Section A6.4

Television - In television broadcasting, sound effects may be either on or off the set. Sound effects on the set are effects in which the sound emanates from a set where the action on-camera is taking place. Sound effects off the set are effects where the sound emanates from a point other than a set where the action on-camera is taking place.

- (a) Sound effects off the set, which are executed off the set, shall be effected by an employee covered by this Agreement. The fact that the production of such sound effects must coincide with a visual effect which is produced by someone other than a covered employee shall not deprive such covered employee of his or her responsibility for installing, connecting and attending the sound effects equipment.
- (b) Sound effects off the set, which are mechanically or electrically executed from on the set, may be executed by a performer, if the operation is necessary to the action, timing or portrayal of the performer's role, provided, however, that such effect may be executed only by the performer while performing his or her role on the set. A covered employee shall, in this case, install, connect and attend the sound effects equipment.

Section A6.4 (c)

- (c) Sound effects on the set, which are executed from off the set, shall be executed by an employee covered by this Agreement.
- (d) Sound effects on the set may be executed on the set by a performer, if the execution of this effect requires no props or only props on the set and is necessary to the action, timing or portrayal of the performer's role, provided, however, that such effect may be executed only by the performer while performing his or her role on the set. An employee covered by this Agreement may, however, be called upon to produce such an effect. In the event that a performer operates sound effects equipment on the set, which is not physically contained by a stage property and which is not intended to be seen at any time in the broadcast picture, an employee covered by this Agreement shall install, connect and/or attend the equipment.

Section A6.5

In the event that technical employees are engaged by the Company within the area covered by this Agreement in the operation of new devices, any sound effects equipment used for that purpose shall be operated by employees covered by this Agreement.

Section A6.6

An employee covered by this Agreement need not be assigned to handle sound effects equipment and/or produce sound effects in connection with:

- (a) The broadcast of a production, or portion thereof, from a theatre, auditorium or other similar place not owned or operated by the Company if there is in effect as to such place a contract requiring the use of others than employees of the Company for production of sound effects.
- (b) The production of certain sound effects which have traditionally been made in the theatre, vaudeville or radio by musicians, actors or singers.

Section A6.7

The Company may deduct from the salary of an employee an amount equal to (i) the number of hours, if any, computed to the nearest quarter (1/4) hour, during which the employee performed work for the production of electrical transcriptions, recordings and other means for mechanical reproduction, now or hereafter devised or perfected, which are covered by the AFTRA National Code of Fair Practice for Transcriptions and Recordings for Radio Broadcasting Purposes and for which the employee receives fees thereunder, (ii) times the salary of the employee computed on an hourly basis.



Section A7.1

ARTICLE A-VII  
MANNING OF TRANSMITTERS

Section A7.1

One (1) employee of Group 2 classification or higher shall be present at AM or FM transmitters during program transmission and scheduled test periods with the following exceptions:

- (a) If the transmitter is located contiguous to an operating area, no specific staffing of the transmitter shall be required.
- (b) In the event the Company institutes remote control of an AM or FM transmitter pursuant to FCC authorization, such transmitter may be operated without any employee being present at the transmitter during such operation.

Section A7.2

Two (2) employees of Group 2 classification or higher shall be present at a television transmitter, or at an AM or FM transmitter, or both, installed or combined with a television transmitter, during program transmission and scheduled test periods with the following exceptions:

- (a) One (1) of the two (2) employees may be reassigned for maintenance and/or emergency operation at any AM or FM transmitter which is operated by remote control.
- (b) Absence of one (1) of the two (2) employees due to illness or other reasons beyond the control of the Company, not in excess of one (1) day, shall not require replacement of the employee.
- (c) If the transmitter(s) is located contiguous to an operating area, no specific staffing of the transmitter shall be required.
- (d) In the event the Company institutes remote control of a TV transmitter pursuant to FCC authorization, such transmitter may be operated without any employee being present at the transmitter during such operation.
- (e) Where an AM or FM transmitter, or both, are installed or combined with a television transmitter, and only the AM or FM transmitter, or both, are in operation during program transmission and scheduled test periods, Section A7.1 shall apply.

**Section A7.3**

The term "Television Transmitter" where used in this contract shall be understood to include both audio and video as a unit.

**Section A7.4**

At television and/or FM broadcast transmitters where a non-union station engineer is assigned, there shall also be a Group 7 assistant station engineer assigned. If a non-union station engineer is not assigned, there shall be a Group 7 station engineer in charge.

**Section A7.5**

Employees assigned to a transmitter may be assigned to perform any installation and maintenance work connected with the technical plant in which the transmitter is located. An employee may not be assigned to work beyond the interlock of the protective relay system if such work requires the employee to bypass the normal interlock functions, unless another employee is present.

**Section A7.6**

A non-union station engineer may to the extent previously done, design, construct and install equipment of a prototype or experimental nature, make measurements and adjustments and test technical equipment.

**Section A7.7**

Any transmitter employee who is reassigned to other operations will be given an adequate opportunity to adjust to his or her new duties and will receive individual training if necessary. In reassigning a transmitter employee, the Company will give consideration to the preferences of such employee with respect to the available openings for which he or she is qualified. In this connection, such employee will be given at least a temporary assignment for a period of at least three (3) months to a position of his or her choice.

Consideration on an individual basis will be given to any increased travel expense necessitated by the reassignment of a transmitter employee to another operation as a result of changes in transmitter staffing.

In the event a transmitter employee who is classified as a Group 5 or higher is reassigned to other operations as a result of changes in transmitter staffing, and in the event such employee is downgraded, such employee shall nevertheless maintain the

Section A7.7 Cont'd

Group 5 (or higher) rate for a period of one (1) year after the employee is so downgraded.

ARTICLE A-VIII  
MEAL PERIODS

Section A8.1

- (a) The length of the employee's first (1st) meal period shall be one (1) hour.
- (b) An employee who elects to eat meals at a place not designated by the Company shall nevertheless remain obligated to report back to work at the time indicated by the Company prior to the commencement of the meal period.

Section A8.2

- (a) The first (1st) meal period may not be scheduled earlier than the start of the employee's second (2nd) hour of work and must be completed by the end of the sixth (6th) hour unless the employees affected agree to remain at work, in which event they shall receive a premium in addition to their compensation equal to half (1/2) their regular rate for each hour or fraction thereof after the sixth (6th) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours.
- (b) With respect to engineers assigned to perform job functions associated with production and post-production activities, the following shall apply in lieu of Section A8.2(a):

The first (1st) meal period may not be scheduled earlier than the start of the employees' second (2nd) hour of work and must be completed by the end of the sixth (6th) hour. If the production necessitates additional time which intrudes into the sixth (6th) hour of work, the engineering crew may be required to continue to work into, but not after, the end of the sixth (6th) hour if, in the judgment of engineering management, the conditions are justified. In such a case, the Company will pay a penalty of Twenty-Five Dollars (\$25.00) (increased to Thirty Dollars (\$30) effective September 27, 2003) to each member of the engineering crew so affected. The meal period must be completed by the end of the seventh (7th) hour unless the employee(s) affected agree to remain at work, in which event they shall receive a premium in addition to their compensation equal to half (1/2) their regular rate for each

hour or fraction thereof after the seventh (7th) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours.

- (c) Notwithstanding the foregoing, employees assigned to the following operations need not receive a scheduled meal period, but shall be given an opportunity to eat during the workday: Network Promo, and Network News and Station News Editing (including magazine shows, ENG, etc.) and Network and Station news programs involving breaking, extended or special news coverage (for the entire crew assigned, e.g., studio, graphics, maintenance, etc.). Such an employee shall receive a flat payment, in addition to his or her regular compensation, of Forty Dollars (\$40.00) per day for each such day. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Article A-VIII. The Company shall inform an employee as soon as reasonably possible, either prior to or during the course of the shift, but in any event prior to the start of the meal period, whether or not the Forty Dollar (\$40.00) payment and opportunity to eat will be given. If the Company fails to provide an opportunity to eat as set forth in this subsection, instead of the Forty Dollars (\$40.00) payment, the Company shall pay the employee either the premium set forth in A8.2(a), or the penalty provided in A8.2.(b), as applicable.

(See Sideletter GR.)

- (d) On overnight tours and situations in which only a limited number of employee(s) are assigned, such as, but not limited to, network and local break studios, such employee(s) may be assigned a last hour lunch in the Company's discretion.

For an employee not entitled to a meal pursuant to A8.2 (c), the Company will pay the applicable penalty set forth in A8.5 if such employee is not provided a meal period of thirty (30) minutes, which meal period will commence not before the tenth (10th) hour of work and not later than the twelfth (12th) hour of work. Such meal break, if given, shall be paid at the rates provided in Section A8.3. A further penalty will be paid as provided in Section A8.5 if additional meal period(s) are not scheduled after each four (4) hours of work beyond the twelfth (12th) hour and, if given, the meal break will be paid in accordance with Section A8.3.

#### Section A8.2 (d) Cont'd

Notwithstanding the above, any employee covered by A8.2(c) shall not be entitled to an A8.3 meal break(s) or A8.5 penalties if the employee is entitled to receive any payment under Section 7.7(b).

(See Stipulation (5).)

#### Section A8.3

In the event an employee remains on duty for a period longer than ten (10) hours a second (2nd) meal period of thirty (30) minutes shall be scheduled not earlier than four (4) elapsed hours after the end of the first (1st) meal period and not later than the employee's twelfth (12th) hour of tour and the Company shall pay to such employee his or her rate of pay at time and one-half (1-1/2) for such time taken off for the second (2nd) meal period. An additional period of thirty (30) minutes shall be scheduled after each four (4) hours of work beyond the twelfth (12th) hour and shall be paid at the rate of time and one-half (1-1/2).

#### Section A8.4

Illness of an employee scheduled to relieve another employee shall not absolve the Company of its obligation to pay penalties for irregular meal periods.

#### Section A8.5

If the Company requires an employee to work during the meal period or periods provided for in Section A8.3, the employee shall receive, in addition to the time and one-half (1-1/2) pay required by Section A8.3, a penalty payment for each such meal period during which the employee works as follows:

First (1st) such meal period not received on a tour.....\$7.00

The penalty payment shall be increased by one (1) additional dollar for each additional meal period not received on a tour.

#### Section A8.6

The provisions of this Article with respect to the first (1st) meal period shall not apply to employees assigned to transmitters. Where such an employee has a regular workday of eight (8) hours with no meal period and is expected to eat on the job, such employee will receive a per diem food allowance of Six Dollars and Fifty Cents (\$6.50) for each such day worked at such transmitter.

Section A8.7

The following provisions shall be applicable to employees assigned to the gathering of news in the field using electronic cameras capable of being hand-held and associated equipment and the technical editing of such news (hereinafter referred to in this Section A8.7 as "ENG"). These provisions of Section A8.7 and practices which may develop thereunder shall have no precedential or prejudicial effect on situations not involving the utilization of this equipment for ENG nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

- (a) (i) Notwithstanding the provisions of Section A8.2, an employee who is assigned for his or her entire tour to an ENG pickup(s) in the field may be required to delay his or her first (1st) meal period. It is understood that in situations in which this Section is applicable, an employee's meal period will be delayed only when required by the exigencies of the assignment and the Company will make every reasonable effort to reduce the situations in which such meal periods are delayed. The penalties in Section A8.2 shall be applicable to this Paragraph, provided, however, that in no event shall an employee covered by this Paragraph who is required to delay his or her meal period receive a premium payment as set forth in Section A8.2 which is less than the equivalent of one (1) hour's pay at his or her regular rate.
- (ii) Notwithstanding the provisions of Section A8.7(i) above and Section A8.2, at Owned television stations, an employee who is assigned for the majority of his or her entire tour to an ENG pickup(s) in the field, shall have no scheduled meal period, but shall be given an opportunity to eat during the workday. Such an employee shall receive a payment, in addition to his or her regular compensation, of One Hundred Sixty Dollars (\$160.00) (effective September 27, 2003, increased to Two Hundred Dollars (\$200.00)) per week, (Thirty-two Dollars (\$32.00) (effective September 27, 2003 increased to Forty Dollars \$40.00) per day in the case of employees hired on a daily basis), which shall be prorated to account for any days in the workweek during which the employee is sick, on vacation, on leave of absence, or otherwise not performing ENG duties. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Sections A8.7(a), A8.2 and A8.5.

Section A8.7 (b)(i)

- (b) (i) Notwithstanding the provisions of A8.7(i) above and Section A8.2, at Network News operations an employee assigned for the majority of his or her entire tour to ENG pickups in the field need not receive any scheduled meal period but shall receive a flat payment of Thirty-Seven Dollars and Fifty Cents (\$37.50) (effective September 27, 2003, increased to Forty Dollars (\$40.00)) per day. This payment shall be in lieu of any premiums or penalties or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Sections A8.7(a), A8.2 and A8.5 for each day of work where the Company elects not to schedule a meal. When the Company makes such election, the employee shall be given an opportunity to eat. The Company shall inform employees as soon as reasonably possible whether or not the Forty Dollar (\$40.00) payment and the opportunity to eat will be given, either prior to or during the shift, but in any event prior to start of the meal period. In those circumstances where the Company decides with respect to particular employee(s) or assignment(s) not to schedule a meal period for an entire work week and so notifies the employee(s) affected in advance, the employee(s) shall instead receive a flat payment of Two Hundred Dollars (\$200.00) per week in lieu of any other premiums or penalties at the end of a tour, which might otherwise be required pursuant to the provisions of Section A8.7(a), A8.2 and A8.5. Such employee shall also receive an additional Forty Dollars (\$40.00) per day for a sixth (6th) or seventh (7th) day of such assignment(s) described in the preceding sentence within a work week.
- (ii) The provision of subsection (b)(i) above shall also include other employees assigned to Network News ENG operations, whether or not assigned to pickups in the field, in the event of breaking, extended or special news coverage.

ARTICLE A-IX  
REST PERIODS

Section A9.1

It is the intention of the Company to continue the practice of granting a reasonable rest period during television program rehearsals or a reasonable relief period for each job function during an extended television broadcast such as a football game whenever possible to do so.

ARTICLE A-X  
EQUIPMENT EXCESSIVE IN WEIGHT

Section A10.1

The Company recognizes that employees must not be required to handle equipment which is cumbersome or whose weight is excessive. The question as to whether a particular piece of equipment is cumbersome or excessive in weight under all circumstances may be submitted as an immediate grievance.

When an operating unit of the Company (e.g., WABC-TV, or network ENG, etc.) assigns one person to an ENG assignment, it will endeavor to issue to such person the lightest equipment from its current inventory at the applicable location that is appropriate for the assignment(s) and consistent with its other operational requirements.

ARTICLE A-XI  
USE OF EMPLOYEE'S CAR

Section A11.1

In the case of an employee assigned to any of the following transmitters who drives to and from work, the Company shall pay to such employee the following amount per vehicle per day:

KGO, San Francisco, California, Seven Dollars (\$7.00) per day.

KGO-TV, San Francisco, California, Five Dollars and Fifty Cents (\$5.50) per day.

Section A11.2

In the event that Company transportation is not available to employees assigned to Mount Wilson, the Company shall pay to each employee who drives his or her own car to and from work the amount of Thirteen Dollars (\$13.00) per day.

Section A11.3

Traveling time credit for employees assigned to Mount Wilson shall be one and one-half (1-1/2) hours and such traveling time credit shall be considered as working time.



Section A12.1

ARTICLE A-XII  
AIR CREDITS

Section A12.1

The Company shall give air credits to the Technical Director on all programs of fifteen (15) minutes duration or longer at least once each week, except where bona fide time shortages prevent such credits from being given, and except on those programs where no air credits are given.

Film Technical Director air credits will be granted on shows involving integrated film in accordance with the above paragraph, except that film TD credits are not required on full film shows unless other ABC-TV production personnel receive credit; nor are film TD credits required on shows involving only commercial film inserts.

(See Paragraph 8 of Sideletter AB.)

ARTICLE A-XIII  
COMPANY-WIDE EMPLOYMENT OPPORTUNITIES

Section A13.1

- (a) The Company will, in addition to complying with Section 3.3 of the Master Agreement, if time permits, notify the Sector Office of the Union of opportunities for employment (except daily employment) in jobs covered by this Agreement. Any regular employee at another office of the Company who has been laid off by the Company and who has rehiring privileges pursuant to Section 11.7, upon notification to the Company of the employee's interest in the employment opportunity will be interviewed at the office of his or her layoff and will be given good faith consideration for such employment opportunity. Such laid off employee, if rehired at another office of the Company, shall be credited at the office of his or her rehire with the employee's Total Company and Pay Seniority, but not with Unit Seniority accrued at the office of his or her layoff. Such employee will also retain rehiring privileges and Unit Seniority at the office of his or her layoff for the applicable period specified in Section 11.7, which period shall not be affected by the employee's employment at the office of his or her rehire; however, if such employee refuses recall to an employment opportunity (other than a vacation relief or other temporary employment opportunity) at the office of his or her layoff, the employee shall forfeit rehiring privileges and Unit Seniority at that office. If such employee accepts recall at the office of his or her layoff, the employee may return to such office and will receive credit for all seniority accrued at both offices. An employee who moves from one office

to another pursuant to this Article shall bear all costs of such transfer, including the cost of moving to the office of his or her rehire and/or returning to the office of his or her layoff.

- (b) This Article applies only when there are no employees with rehiring privileges at the office where the employment opportunity exists or when all employees with rehiring privileges at such office have refused or are unavailable for recall pursuant to Section 11.7.

#### ARTICLE A-XIV DAILY EMPLOYMENT

##### Section A14.1

- (a) The Company shall have the right to hire persons on a daily basis, provided, however, that the total number of days worked by such persons in any calendar year may not exceed fifty percent (50%) of the number of days paid to regular engineering employees during calendar year 1996.
- (b) At each office of the Company, the Company shall give consideration for daily employment in the studio to any laid-off engineering employee with recall rights from such office who notifies the Company at the time of his or her layoff, and each six (6) months thereafter, that he or she desires to perform work on a daily basis in the separate seniority group from which he or she was laid off and who, in the sole judgment of the Company, possesses the skills and abilities necessary to perform the specific work involved.
- (c) [Deleted.]
- (d) The Company will provide each Local Union and the Sector, on a monthly basis, with a report containing information regarding persons hired on a daily basis, including each such person's name, address, telephone number, Social Security number, itemized gross earnings, dates of employment, classification and the applicable scheduling office.
- (e) The Company shall advise each person hired on a daily basis of his or her obligations pursuant to Section 3.1(b) at such time as he or she is first engaged, and will furnish such person with a copy of Article A-XIV.

## Section A14.2

### Section A14.2

- (a) The Company may engage persons on a daily basis to work a minimum of four (4), six (6), eight (8) or ten (10) hours on any day at the daily rate(s) set forth in Section A14.5. Daily hires may be assigned at such rate(s) for any four (4), six (6), eight (8) or ten (10) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X, such persons shall receive additional compensation as provided in that Article. At the time of engagement, the Company shall specify the length for each day(s) of the engagement. The Company shall have the right to mix four (4), six (6), eight (8) and ten (10) hour engagements, where applicable. The ten (10) hour rate shall apply only in the field.
- (b) Any work performed by persons engaged on a daily basis in excess of eight (8) hours in any day (except for those hired at the ten (10) hour rate), or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday), and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay hereunder in quarter (1/4) hour segments. In addition, except for those daily hires hired in the field at the ten (10) hour rate, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. For daily hires hired in the field at the ten (10) hour rate, compensation at the rate equal to two (2) times shall not commence on the holidays worked (as enumerated in the preceding sentence) until after the tenth (10th) hour of work. The regular hourly rate of pay for persons engaged on a four (4), six (6), eight (8) or ten (10) hour basis, shall be, respectively, one-fourth (1/4), one-sixth (1/6), one-eighth (1/8) or one-tenth (1/10) of such rates. Persons hired on a four (4) hours basis shall be paid at a rate equal to one-fourth (1/4) the four (4) hour rate for time worked in excess of four (4) hours but less than six (6) hours. Persons engaged at the ten (10) hour rate shall be paid for hours in excess of ten (10) in a day at the rate of one and one-half (1-1/2) times the regular rate in quarter hour segments. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay.

In addition, up to one (1) hour of overtime, whether scheduled orally or in writing, may be cancelled after an employee has reported to work, if the Company determines in its sole discretion that such work is not needed and the employee is released from duty. This provision shall not be construed to restrict the Company's ability to cancel, eliminate or shorten overtime under any other provisions of the Master Agreement. Nor shall it be construed so as to shorten a ten (10) hour engagement for a person engaged on a ten (10) hour basis for one or more days of engagement.

- (c) In the event a daily hire engaged on a four (4) or six (6) hour basis is required to work in excess of six (6) hours, he or she shall be compensated at the eight (8) hour rate. The Award in AC 91-2 is null and void. Persons engaged on a daily basis who work no more than six (6) hours pursuant to Paragraph (a) above shall not receive any paid meal period.
- (d) In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay if the engagement was for an eight (8) hour call or longer, three (3) hours' pay if the engagement was for a six (6) hour call, or two (2) hours' pay if the engagement was for a four (4) hour call. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to four (4), six (6), eight (8) or ten (10) hour engagement, whichever is applicable.
- (e) Persons hired on a daily basis shall receive a payment of Fifty-five Dollars (\$55.00) (increased to Sixty Dollars (\$60.00) effective the first day of the payroll period following June 1, 2006) a day in lieu of benefits provided, however, persons hired on a daily basis at the Field Utility rate set forth in Section A14.5 shall not receive any payment in lieu of benefits.

(See Sideletters FD and FD-1.)

- (f) Each person who works on a daily basis more than eighty (80) days in any calendar year shall receive annual vacation pay in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

(See Sideletter FB.)

- (g) [Deleted.]

**Section A14.2(h)**

- (h) The Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Thousand Dollars (\$50,000.00) on the following basis:
- (i) A daily hire employee who works more than eighty (80) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein.
  - (ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.
  - (iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) days within a calendar year.
  - (iv) Daily hire employees who qualify for this coverage as described above in calendar year 2003, shall be eligible for the above life insurance policy effective January 1, 2004.

(See Sideletters DT and GF.)

**Section A14.3**

- (a) The following provisions of the Master Agreement shall not apply to persons hired on a daily basis: Sections 3.4, 3.5, 3.6 and 3.7, Articles VIII except Sections 8.1 (the final sentence only) and 8.11, XI except Sections 11.9, XII through XV, Sections 16.4(a), 16.5, 16.6(a) 16.11 and 16.12, Articles XVII through XIX, XXI, XXII except the Company's Accidental Death and Dismemberment Policy, XXIII, XXIV, and Articles XXVI through XXIX. In lieu of the respective provisions of the Master Agreement, the following shall apply to such persons hired on a daily basis:
- (b) Section 16.4(a): On "travel-only" days daily hire employees shall be paid a stipend in the amount of One Hundred Forty Dollars (\$140.00) for any flight when the regularly scheduled flight time is less than two (2) hours and Two Hundred Eighty Dollars (\$280.00) for any flight when the regularly scheduled flight time is equal to, or more than, two (2) hours. This stipend shall be in lieu of any wages, payment(s) in lieu of benefits, premiums, penalties or other compensation to which the employee may be entitled under the Master

Agreement and the time spent in travel and this travel time shall not be counted as time worked for any purpose, nor included within the 'total number of days worked' by persons hired on a daily basis as set forth in Section A14.1(a).

- (c) Notwithstanding anything to the contrary in sections (a) and (b) above, when there is a "travel only" day sandwiched between work on two (2) Company assignments, such "travel only" day shall be included solely for purposes of calculating a daily hire's entitlement to: (i) vacation pay in Section A14.2(f); (ii) annual payment in lieu of pension in accordance with Sideletter FB; (iii) life insurance under Section A14.2(h) above, and (iv) days under Section 3.1(b). On such "travel only" days as described in this subsection (c), regardless of the length of the scheduled flight time, the daily hire employee shall receive the full Two Hundred and Eighty Dollars (\$280.00) stipend and shall be credited with a full day of purposes of determining the daily hire employee's entitlement to the benefits and provisions enumerated in the preceding sentence. Additionally, a daily hire employee on such "travel only" days when traveling directly from one Company assignment to another Company assignment, shall receive the Fifty-Five Dollars (\$55.00) (increased to Sixty Dollars (\$60.00) effective June 1, 2006) per day payment in lieu of benefits in accordance with A14.2(e).
- (d) Section 16.6(a): For the purpose of this Article XVI as it applies to persons hired on a daily basis, "home office" shall be determined by Company assignment and shall be defined, at the Company's election, as the daily hire's home or regular place of business, a Company facility within commuting distance of the daily hire's home if he or she is required to report at such facility before commencing the next assignment, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.
- (e) Section 16.11: A person hired on a daily basis shall receive an amount equal to eight (8) hours' pay at his or her straight-time rate for each day during which such person is required by the Company to remain out-of-town, but has no work assignment.

Section A14.4

[Deleted.]

(See Sideletter EH - Vendor Employees.)

## Section A14.5

### Section A14.5

The following shall set forth the groups for purposes of classification and minimum wage scales for persons engaged on a daily basis:

#### Field Utility\*

	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
Four Hour	\$46.50	\$48.00	\$49.50	\$51.00
Six Hour	70.00	72.00	74.00	76.00
Eight Hour	92.50	95.50	98.50	101.50
Ten Hour*	127.50	131.50	135.50	139.50

#### Utility

	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
Four Hour	\$79.50	\$82.00	\$84.50	\$87.00
Six Hour	119.50	123.00	126.50	130.50
Eight Hour	158.50	163.50	168.50	173.50
Ten Hour*	217.50	224.00	230.50	237.50

\*Applies only in the field. See Sideletter GK (4) and (5) for rules pertaining.

### Group 2

Camera Operator  
Audio Operator (2)  
Studio/Field Engineer  
Graphics, Electronic Character Generator and/or Still Store Operator  
Technical Stock Clerk/Utility

	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
Four Hour	\$127.50	\$131.50	\$135.50	\$139.50
Six Hour	191.50	197.00	203.00	209.00
Eight Hour	255.50	263.00	271.00	279.00
Ten Hour*	350.00	360.50	371.50	382.50

Group 5

Audio Operator  
 Hand Held Camera Operator  
 Video Operator  
 Editor  
 VTR Operator  
 ENG Audio Operator  
 ENG Field Technician  
 ENG Field Technician/Editor  
 Sr. Network ENG Technical Support  
 Media Preparations Operator  
 Robotic Camera/Video Shading Engineer  
 LDE  
 Graphic Artist (NY)

(See Sideletter CC)

	<u>8/9/03-</u> <u>8/6/04</u>	<u>8/7/04-</u> <u>8/5/05</u>	<u>8/6/05-</u> <u>8/4/06</u>	<u>8/5/06-</u> <u>3/31/07</u>
Four Hour	\$137.00	\$141.00	\$145.00	\$149.50
Six Hour	206.00	212.00	218.50	225.00
Eight Hour	274.00	282.00	290.50	299.00
Ten Hour*	377.00	388.50	400.00	412.00

\*Applies only in field. See Sideletter GK (6) and (7) for rules pertaining.

Group 7

ENG-EFP Camera Operator  
 ENG-EFP Camera Operator/Editor  
 Maintenance  
 SNG Operator  
 LDE  
 Specialty Camera Operator  
 Graphic Artist (NY)  
 Post Production Editor  
 Editor  
 Control Center Engineer  
 Network ENG Technical Support Supervisor  
 Transmission Engineer



Section A14.5 Cont'd

	<u>8/9/03-</u> <u>8/6/04</u>	<u>8/7/04-</u> <u>8/5/05</u>	<u>8/6/05-</u> <u>8/4/06</u>	<u>8/5/06-</u> <u>3/31/07</u>
Four Hour	\$144.00	\$148.50	\$153.00	\$157.50
Six Hour	216.50	223.00	229.50	236.50
Eight Hour	288.50	297.00	306.00	315.00
Ten Hour*	396.50	408.50	421.00	433.50

\*Applies only in the field.

Group 8 - Television Technical Director (8)

	<u>8/9/03-</u> <u>8/6/04</u>	<u>8/7/04-</u> <u>8/5/05</u>	<u>8/6/05-</u> <u>8/4/06</u>	<u>8/5/06-</u> <u>3/31/07</u>
Four Hour	\$154.50	\$159.00	\$164.00	\$169.00
Six Hour	232.00	239.00	246.00	253.50
Eight Hour	309.00	318.50	328.00	338.00
Ten Hour*	425.50	438.50	451.50	465.00

\*Applies only in the field.

Video Tape Librarians-Daily Rates

	<u>8/9/03-</u> <u>8/6/04</u>	<u>8/7/04-</u> <u>8/5/05</u>	<u>8/6/05-</u> <u>8/4/06</u>	<u>8/5/06-</u> <u>3/31/07</u>
Four Hour	\$109.50	\$113.00	\$116.50	\$120.00
Six Hour	164.50	169.50	174.50	179.50
Eight Hour	219.00	225.50	232.50	239.50

(See Sideletter EN for KGO-TV and KGO-Radio Rates)

**B. TRAFFIC AND COMMUNICATIONS AGREEMENT**

**ARTICLE B-I  
SCOPE OF UNIT**

**Section B1.1**

The term "employee" as used in this Agreement applies to:

- (a) All the Traffic Coordinators of the Company located in New York employed in the Traffic Operations Division of the Traffic Department of the Company, excluding the Director of Traffic, Traffic Managers and Assistant Traffic Managers;
- (b) [Deleted.]
- (c) All Traffic Operators of the Company located in San Francisco employed in the Traffic Department of the Company at said office, excluding the Traffic Manager.

**ARTICLE B-II  
DUTIES**

**Section B2.1**

Except as otherwise provided in this Agreement, no duties as set forth in Section B2.2 of this Article shall be performed by any person other than an employee of the Company as hereinabove defined, except that in the San Francisco office of the Company, the Company may assign any person not covered by the Master Agreement to perform such duties or any other duties over which the Union may claim exclusive jurisdiction for the "B" Unit Traffic Operator in San Francisco. No person employed as of the ratification date of the successor to the 1997-2003 Master Agreement as a Traffic Operator in the "B" Unit in the San Francisco office of the Company shall be laid off as a direct result of the immediately foregoing exception.

**Section B2.2**

Traffic Coordinators to which this Article applies shall:

- (a) Check executive orders for necessary program transmission information. As requested, issue Traffic operation orders and order all special wire, broadcast and telecast transmission facilities for the Company's local and network use

Section B2.2 (a) Cont'd

(which shall include wire lines and radio links used in overseas and foreign transmission) and personnel, and contact network Traffic control points giving them program transmission information. Coordinate all program transmission operations and check to see that various departments have supplied the program transmission details which are to be furnished by them.

- (b) Maintain Traffic operating charts, Traffic boards and daily logs. Draw up Traffic transmission orders and inform necessary Traffic points including AT&T and other carriers involved.
- (c) In accordance with general instructions and as requested, issue program transmission orders to the Engineering Department in connection with program originations involving other than regular studio feeds.
- (d) As requested and to the extent necessary, exchange program transmission information with employees of the other broadcasters and continue to perform those duties which they have ordinarily performed heretofore under the direction or supervision of their supervisor.

(See Sideletter CI.)

Section B2.3

[Deleted.]

Section B2.4

A Traffic Coordinator will be assigned to three (3) major events each year. Those events will be determined by mutual agreement between the Company and the Union each January of that year. Traffic Coordinators may, at the discretion of the Company, be assigned to other remote activities.

(See Sideletter CJ.)

Section B2.5

[Deleted.]

Section B2.6

Notwithstanding any arbitration awards, letter agreements, grievance settlements, practices or provisions of this Agreement to the contrary, management or supervisory personnel may make and place satellite facility inquiries, including, but not limited to, inquiries as to satellite availability at a specific time of day, costs for such facilities and inquiries which result in traffic orders subject only to written confirmation.

Further, persons not covered by this Agreement may order transmission facilities: (1) for use by Network radio; (2) for use by any radio Owned Stations; (3) for any programs or portions of programs which are not produced by the Company; (4) for any programs or portions of programs which originate outside of the continental United States; or (5) for any programs or portions of programs not broadcast by the ABC Television Network. In addition, persons not covered by this Agreement at each television Owned Station may order transmission facilities for television news material for such station: (1) from any television station or other television news gathering organization (e.g., CNN, CONUS, Florida News Network, etc.) regardless of when such material is to be broadcast; and (2) from satellite truck vendors if the initial broadcast of such news material is to be within twenty-four (24) hours from the placement of such order, provided, however, that Traffic Coordinators will continue to be utilized to place such orders with vendors in the case of anticipated scheduled news events.

At television Owned Stations, persons other than employees covered by this Agreement may perform any functions in connection with keeping the daily log.

It is specifically understood and agreed that the Company retains the right, at its discretion, to require persons covered by this Agreement to order transmission facilities and to perform related duties which at the Company's discretion, may also be assigned to persons not covered by this Agreement. Further, any performance of these discretionary duties by persons covered by this Agreement shall not, under any circumstances, constitute an expansion of existing jurisdiction pursuant to any provision of the Master Agreement nor entitle any person covered by this Agreement to continue to be given any or all of these assignments, which the Company has retained the right to assign to others. No claim or dispute involving an assignment made pursuant to this paragraph, or the failure to make such an assignment, shall be subject to arbitration.

(See Sideletter DE.)

Section B3.1

ARTICLE B-III  
CLASSIFICATION AND WAGE SCALES

Section B3.1 - Traffic

*Minimum Wage Scales Per Week*

	8/9/03-	8/7/04-	8/6/05-	8/5/06-
<u>Years</u>	<u>8/6/04</u>	<u>8/5/05</u>	<u>8/4/06</u>	<u>3/31/07</u>

Group 5

0-1	\$556.00	\$572.50	\$589.50	\$607.00
1-2	851.00	876.50	903.00	930.00
2-3	974.00	1,003.00	1,033.00	1,064.00
3-4	1,085.00	1,117.50	1,151.00	1,185.50
4 & over	1,372.00	1,413.00	1,455.50	1,499.00

	8/9/03-	8/7/04-	8/6/05-	8/5/06-
<u>Years</u>	<u>8/6/04</u>	<u>8/5/05</u>	<u>8/4/06</u>	<u>3/31/07</u>

Group 7

0-1	\$605.00	\$623.00	\$641.50	\$660.50
1-2	909.50	937.00	965.00	994.00
2-3	1,041.00	1,072.00	1,104.00	1,137.00
3-4	1,158.00	1,192.50	1,228.50	1,265.50
4 & over	1,441.50	1,484.50	1,529.00	1,575.00

Section B3.2

[Deleted.]

Section B3.3 - San Francisco

	8/9/03-	8/7/04-	8/6/05-	8/5/06-
<u>Years</u>	<u>8/6/04</u>	<u>8/5/05</u>	<u>8/4/06</u>	<u>3/31/07</u>
0-1	\$688.00	\$708.50	\$730.00	\$752.00
1-2	732.50	754.50	777.00	800.50
2-3	789.00	812.50	837.00	862.00
3-4	836.00	861.00	887.00	913.50
4 & over	897.50	924.50	952.00	980.50

**Section B3.4**

- (a) The Company shall have the right to hire persons on a daily basis in order to cover temporary work load requirements or the absence of an employee(s) covered by this Agreement.

Employees hired on a daily basis shall be paid for each day worked a daily rate equal to one-fifth (1/5) of the applicable weekly wage scale (at any step of the escalator) which shall be the regular rate of pay for daily hire employees as of that date. Daily hires may be assigned to work at such rate any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X such persons shall receive additional compensation as provided in that Article. Any work performed by such persons in hours in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12 Midnight the following Friday), or in excess of eight (8) hours in any day and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (Last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1 1/2) times the regular rate of pay in quarter (1/4) hour segments. In addition, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. In no case shall overtime accrue on overtime.

Daily hires will receive Fifty-five Dollars (\$55.00) per day (increased to Sixty Dollars (\$60.00) effective the first day of the payroll period following June 1, 2006) in lieu of benefits.

(See Sideletters FD and FD-1.)

Each person hired on a daily basis who has worked eighty (80) days in a calendar year shall receive vacation pay in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

(See Sideletter FB.)

Section B3.4(a) Cont'd

The Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Thousand Dollars (\$50,000.00) on the following basis:

- (i) A daily hire employee who works more than eighty (80) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein.
- (ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.
- (iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) days within a calendar year.
- (iv) Daily hire employees who qualify for this coverage as described above in calendar year 2003, shall be eligible for the above life insurance policy effective January 1, 2004.

In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to eight (8) hours' pay, whichever is applicable.

- (b) The following provisions of the Master Agreement shall not apply to daily hires: Sections 3.5, 3.6 and 3.7, Articles VIII except Section 8.1 (the final sentence only), XI except Section 11.9, XII through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII through XIX, XXI, XXII except the Company's Accidental Death and Dismemberment Policy, XXIII, XXIV and Articles XXVI through XXIX.

ARTICLE B-IV  
TRANSPORTATION FOR FEMALE EMPLOYEES

Section B4.1

A female employee who is required to work at her home office later than 8:00 PM will, if requested, be furnished transportation to her home if it is within five (5) miles of her place of employment or, if her home is farther away, to the public transportation facility normally available to such employee. If, in such event, transportation to such location is not furnished by the Company, the employee will be reimbursed for any actual taxi expenses incurred by her to reach such location. This provision shall not apply to female employees whose regular shift extends beyond 8:00 PM.

ARTICLE B-V  
SENIORITY

Section B5.1

Within each operating group, regular employees under this Agreement with a Unit Seniority date of July 20, 1989 or earlier will have preference for the watch to which they are regularly assigned in accordance with their Unit Seniority unless, by mutual consent, the Company and the employee(s) affected agree otherwise. However, the above shall not apply to any Traffic Coordinator regularly assigned to the News Traffic Desk. In the event a Traffic Coordinator with a Unit Seniority date of July 20, 1989 or earlier is involuntarily reassigned to the News Traffic Desk for a period in excess of three (3) weeks, such Coordinator shall be assigned to work the same shift, if available, or the closest comparable shift to the one which he or she worked prior to such involuntary assignment. Layoffs and rehiring of employees in the Traffic Department under Sections 11.6 and 11.7 shall be according to seniority at such office within the applicable group.

Section B5.2

[Deleted.]



Section B6.1

ARTICLE B-VI  
COMPANY-WIDE EMPLOYMENT OPPORTUNITIES

Section B6.1

- (a) The Company will, in addition to complying with Section 3.3 of the Master Agreement, if time permits, notify the Sector President of the Union of opportunities for employment (except daily employment) in jobs covered by this Agreement. Any regular employee at another office of the Company who has been laid off by the Company and who has rehiring privileges pursuant to Section 11.7, upon notification to the Company of the employee's interest in the employment opportunity will be interviewed at the office of his or her layoff and will be given good faith consideration for such employment opportunity. Such laid off employee, if rehired at another office of the Company, shall be credited at the office of his or her rehire with the employee's Total Company and Pay Seniority, but not with Unit Seniority accrued at the office of his or her layoff. Such employee will also retain rehiring privileges and Unit Seniority at the office of his or her layoff for the applicable period specified in Section 11.7, which period shall not be affected by the employee's employment at the office of his or her rehire; however, if such employee refuses recall to an employment opportunity (other than a vacation relief or other temporary employment opportunity) at the office of his or her layoff, the employee shall forfeit rehiring privileges and Unit Seniority at that office. If such employee accepts recall at the office of his or her layoff, the employee may return to such office and will receive credit for all seniority accrued at both offices. An employee who moves from one office to another pursuant to this Article shall bear all costs of such transfer, including the cost of moving to the office of his or her rehire and/or returning to the office of his or her layoff.
- (b) This Article applies only when there are no employees with rehiring privileges at the office where the employment opportunity exists or when all employees with rehiring privileges at such office have refused or are unavailable for recall pursuant to Section 11.7.

(See Sideletter GD.)

**D. DESK ASSISTANTS AGREEMENT  
NEW YORK**

**ARTICLE D-I  
SCOPE OF UNIT**

**Section D1.1**

The term "employee" as used in this Agreement applies to all Desk Assistants employed by the News and Special Events Department and/or the Company in New York City.

(See Sideletter CV.)

**ARTICLE D-II  
DUTIES**

**Section D2.1**

The duties of employees as defined heretofore include: the supplying of newswriters, editors, on-air personnel and any news desk supervisor with copy from wire services and all other sources; the monitoring and tending of News and Special Events Department teletype equipment, e.g., rapifax, facsimile and any other devices used in news material transmission and/or reception; the operation of computer terminals, e.g., data bank and library terminals; the tending of telephones and Department switchboards; the filing of scripts; the listing of other programs; the ordering, obtaining, correlating, delivery and storage of (1) file tape and/or film and associated materials, including the performance of all functions associated with the operation of the CAT desk, (2) character generator script material, including the typing of tabs associated therewith, (3) graphics materials, and (4) show scripts, including the breaking and distribution of script pages; and the performance of general clerical duties for the news staff and similar related duties, all under the direction and supervision of the news supervisor.

**Section D2.2**

The Company may assign an employee to act as a "Chief Desk Assistant", and the duties of a Chief Desk Assistant may include, in addition to those defined above, arranging schedules for Desk Assistants; ordering and maintaining all supplies relating to the performance of job duties of all personnel specified in this Paragraph; attending editorial meetings; issuing such instructions as are necessary for the satisfactory completion of Desk Assistants' duties; and, in general, providing guidance to the Desk Assistants in the normal performance of duties.

### Section D2.3

### Section D2.3

The duties specified above may also be a part of the functions performed by other persons in the News and Special Events Department.

## ARTICLE D-III CLASSIFICATION AND WAGE SCALES

### Section D3.1

The minimum wage scale of employees shall be as follows:

<u>Months</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0-6	\$382.00	\$393.50	\$405.50	\$417.50
6-12	401.50	413.50	426.00	439.00
12-18	475.00	489.50	504.00	519.00
18 & Over	513.00	528.50	544.50	561.00

	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
<b>Part-time (per hour)</b>	\$12.88	\$13.28	\$13.67	\$14.08

Chief Desk Assistant - Additional \$25.00 (increased to \$35.00, effective September 27, 2003) per week.

### Section D3.2

The Company may designate any regular employee to act as a "Chief Desk Assistant" (it being understood that the Company may designate a single Chief Desk Assistant notwithstanding the separation of its radio and television newsrooms) and during such time as such employee acts in such capacity he or she shall be paid as specified above. In the event that any regular employee who has been designated to act as Chief Desk Assistant is absent for any reason and is replaced during such absence by another regular employee, such latter employee shall receive the Chief Desk Assistant fee as specified above in the employee's weekly salary during any week in which he or she acts in such capacity for three (3) or more days.

Section D3.3

Section D3.3

Desk Assistants shall receive an additional Fifteen Dollars (\$15.00) fee per week (increased to Eighteen Dollars (\$18.00) effective September 27, 2003) for the regular performance of Production Assistant duties as heretofore.

Section D3.4

Any employee who, as of March 2, 1981, was receiving a wage rate in excess of the then applicable minimum, but not more than Fifty Dollars (\$50.00) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

Section D3.5

Regular employees shall be paid biweekly and part-time and temporary employees shall be paid weekly.

Section D3.6

Employment as a Desk Assistant at either the Columbia Broadcasting System, the National Broadcasting Company or a comparable broadcasting company shall be deemed to be employment as a Desk Assistant by the Company for purposes of determining a regular employee's minimum applicable salary as specified above.

ARTICLE D-IV  
REVISIONS

Section D4.1

With the consent of the Local Union, the Company and the Union shall have the right by mutual agreement to alter and vary the provisions of this Article as well as those of other Articles.

Section D4.2

- (a) Notwithstanding any arbitration awards, letter agreements, grievance settlements or provisions of this Agreement to the contrary, the Company may, with the employee's approval, unilaterally grant a leave of absence of any duration up to six (6) months to a Desk Assistant covered under this Agreement for the purpose of that Desk Assistant performing non-unit work in a temporary capacity. During such leave of absence, such Desk Assistant

Section D4.2(a) Cont'd

shall continue to accrue unit seniority. The terms and conditions under which the desk assistant shall perform such non-unit work during such leave of absence shall be determined by the Company, or in the event the non-unit functions to be performed are covered by a collective bargaining agreement between the Company and another labor organization such other collective bargaining agreement shall apply.

- (b) Desk Assistants may be assigned to perform non-unit work, it being understood that such assignment neither expands nor contracts the Union's jurisdiction hereunder, and that the assignment of such Desk Assistant to such work shall not constitute a guarantee that such work will continue to be so assigned.

ARTICLE D-V  
PART-TIME EMPLOYEES

Section D5.1

The Company may hire regular part-time Desk Assistants at the appropriate hourly rate provided for in Article D-III. Such employees shall be employed for no less than eight (8) hours in any work day. Articles VIII, X, XI, XIV, XV, XVIII, XIX, XXII except the Company's Accidental Death and Dismemberment Policy, and XXIII shall not be applicable to such employees. However, such employees shall receive time and one-half (1-1/2) the appropriate hourly rate provided for in Article D-III for work in excess of eight (8) hours a day. Part-time Desk Assistants who have completed eight hundred (800) hours of work within one (1) calendar year shall be eligible to receive forty (40) hours of vacation with pay. Additionally, the Company may continue to employ part-time employees other than regular part-time employees in an emergency in the same manner and to a degree no greater than heretofore.

Section D5.2

It is not the intention of the Company to employ part-time employees for the purpose of reducing the staff. Should any question arise as to whether the Company is not living up to this intention, the matter may be grieved pursuant to the provisions of Article XX.

**ARTICLE D-VI  
WORKING CONDITIONS**

**Section D6.1**

The Company recognizes that employees must not be required to handle any equipment or material which is cumbersome or whose weight is excessive. The question as to whether a particular piece of equipment or material is cumbersome or excessive in weight under all circumstances may be submitted as an immediate grievance.

**ARTICLE D-VII  
TRANSPORTATION FOR EMPLOYEES**

**Section D7.1**

Any employee who is required to work at his or her home office later than 8:00 P.M. will, if requested, be furnished transportation to his or her home if it is within five (5) miles of the employee's place of employment or, if the employee's home is further away, to the public transportation facility normally available to such employee. If, in such event, transportation to such location is not furnished by the Company, the employee will be reimbursed for any actual taxi expenses incurred by him or her to reach such location. This provision shall not apply to employees whose regular shift extends beyond 8:00 P.M.

**ARTICLE D-VIII**

**Section D8.1**

The provisions of Section 7.7(b) shall not apply to employees covered by this Agreement.

Section F1.1

F. NEWSWRITERS-PRODUCERS AGREEMENT  
SAN FRANCISCO

ARTICLE F-I  
SCOPE OF UNIT

Section F1.1

The term "employee" as used in this Agreement means anyone employed by the Company to render services in the Northern California area, as a Newswriter or Producer of radio or television news, sports or special events programs, or as a combination of any or all of those, excluding department heads, assistant department heads or other supervisory employees with authority to hire and fire employees included within the scope of the Agreement or effectively to recommend such action. Not included are persons who under individual contract with the Company write and broadcast their own material, and do not write material covered by this Agreement for others to broadcast.

(See Sideletter FG.)

Section F1.2

Nothing contained in this Agreement shall prevent persons employed in the News Department primarily to perform managerial and/or supervisory duties from editing or rewriting copy. The News Director, Assistant News Director, Managing Editor or Executive Producer(s) may also write material for broadcast when such writing is not a substantial part of, and is incidental to, their overall managerial or supervisory duties or because of time constraints where NABET-CWA-represented Newswriters are not readily available in sufficient numbers. It is understood that the performance of the work described above is to supplement the work of NABET-CWA-represented Newswriters, and no newswriter on staff as of May 12, 2003 shall be laid off as a direct result of the Company's use of the aforementioned managers to write or edit or rewrite copy under this Section F1.2.

Section F1.3

Nothing contained in this Agreement shall prevent persons who are employed at another office of the Company primarily for the purpose of preparing news material from performing all or a portion of the duties described herein at the San Francisco office for television or radio newsmen for whom they normally prepare such material.

ARTICLE F-II  
DUTIES

Section F2.1 - Duties

The duties of the employees hereunder include without limitation (i) the writing, rewriting, condensing, processing, editing and/or otherwise treating of news for network and local radio and television programs; (ii) the preparation of scripts and/or outline, or "skeleton scripts", for news commentary, sports and special events network and local radio and television programs; (iii) the production of such news, news commentary, sports and special events programs; and (iv) such other additional duties as might, from time to time, normally be assigned to staff newsmen of the Company.

Section F2.2 - Exclusive Assignments

Only employees hereunder shall perform the duties specified in Section F2.1 items (i), (ii) and (iii) above for programs which are originated by the Company with its KGO-AM and/or TV facilities, provided, however, that nothing herein contained shall prevent persons who, under individual contract with the Company, write and broadcast their own material, from performing such duties, and, provided further, that nothing herein contained shall limit or prevent the Company from having any of the production duties or functions herein contained performed by persons who are not Company employees on programs which are produced by a third party, as distinguished from the Company, provided that no Company employee shall perform any of the duties outlined above.

(See Stipulation (10) and Sideletters CE, ER, FC, FG and FH.)

Section F2.3 - Exclusive Services

Employees hereunder shall not render their services to any employer other than the Company unless expressly authorized by the Company in writing.



#### Section F2.4

#### Section F2.4

Notwithstanding any provision in this Agreement to the contrary, in connection with live or tape Network programs or portions thereof produced by the Company which originate outside the permanent premises of the Company in the Northern California area, the Company shall not be required to assign any employee to perform any duties which are to be performed outside such premises or to perform any duties at such premises which involve the ordering or supervision of personnel or facilities utilized in connection with such programs or portions thereof. For the purpose of this provision only, "permanent premises" shall be deemed a fixed location owned by the Company or leased by the Company for a term in excess of three (3) months.

#### Section F2.5

With respect to those persons who, under individual contract with the Company, write and broadcast their own material pursuant to the exceptions recited in this Agreement, it is agreed that such persons shall include those who:

- (a) write material for their own broadcast which is subsequently broadcast by others; or
- (b) in multiple anchor situations, write for a co-anchor; or
- (c) as a reporter covering a story, write introductory, lead-in, lead-out and/or closing material to be broadcast by an anchor in the studio; or
- (d) have specialized knowledge regarding the particular subject matter of a story to be broadcast by others.

#### Section F2.6

At the discretion of the Company, employees hereunder may be assigned to perform work on public affairs, documentary and other programs which are outside the Union's jurisdiction. The Company and the Union agree that any such assignments shall not, under any circumstances, constitute an expansion of existing jurisdiction pursuant to any provisions of the Master Agreement, nor shall the performance of such assignments by employees hereunder entitle any such employees to continue to be given such assignments. It is agreed that no claim or dispute involving an assignment made pursuant to this provision, or the failure to make such an assignment, shall be subject to arbitration.

**ARTICLE F-III  
CLASSIFICATION AND WAGE SCALES**

**Section F3.1 - Base Pay**

The Company may hire employees at rates above those herein established but will notify the Union's San Francisco Local within seven (7) days after such employment begins.

**Minimum Wage Scale (Per Week):**

<u>Years</u>	<u>8/9/03-</u>	<u>8/7/04-</u>	<u>8/6/05-</u>	<u>8/5/06-</u>
<u>KGO-TV</u>	<u>8/6/04</u>	<u>8/5/05</u>	<u>8/4/06</u>	<u>3/31/07</u>
0-1	\$556.00	\$572.50	\$589.50	\$607.00
1-2	851.00	876.50	903.00	930.00
2-3	974.00	1003.00	1033.00	1064.00
3-4	1085.00	1117.50	1151.00	1185.50
4 & over	1372.00	1413.00	1455.50	1499.00

<u>Years</u>	<u>8/9/03-</u>	<u>8/7/04-</u>	<u>8/6/05-</u>	<u>8/5/06-</u>
<u>KGO-AM</u>	<u>8/6/04</u>	<u>8/5/05</u>	<u>8/4/06</u>	<u>3/31/07</u>
0-1	\$809.50	\$834.00	\$859.00	\$885.00
1-2	1084.00	1116.50	1150.00	1184.50
2 & Over	1275.00	1313.50	1353.00	1393.50

The parties agree to meet within sixty (60) days after ratification of the successor to the 1997-2003 Master Agreement to negotiate mutually acceptable terms and conditions of employment to encourage the Company to assign Producer-Newsriters to out of town travel assignments. Nothing herein shall be construed to require the Company to make any such assignments.

(See Sideletter CE.)

**Section F3.2 - Fees**

News and News Special Events Writers will receive fees for writing any transcontinental network commercial news programs with the following minimum:

### Section F3.2 Cont'd

<u>Length of Program</u>	<u>Radio Fees</u>	<u>Television Fees</u>
0 to 5 Minutes	\$5.00	\$8.00
Over 5 to 10 Minutes	8.25	12.50
Over 10 to 15 Minutes	12.00	19.00
Over 15 to 30 Minutes	19.00	28.50
Over 30 Minutes	27.00	46.00

### **Section F3.3 - Multiple Program Rate**

The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

<u>A</u>	<u>B</u>
<u>Number of Program</u>	<u>Applicable Multiple</u>
<u>Broadcasts Per Week</u>	<u>of Single Program Rate</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3

Over five (5) per week, the multiple of single program rate in "B" above increases by one-fourth (1/4) for each additional program.

### **Section F3.4**

If any one commercial program is broadcast more than one (1) day per week, the Writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different Newswriters are assigned to such program on different days of the week, the fee shall be divided among them pro rata.

### **Section F3.5**

Where two (2) or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one (1) day per week, each Newswriter who writes more than one (1) such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by the employee during such week.

**Section F3.6 - Supervisory Duties**

If an employee is assigned to or is forced to assume the duties and responsibilities of a supervisory nature, due to the absence of the News Department Manager, and if such assignment or assumption of duties and responsibilities shall continue for the major portion of a workday, that employee shall be additionally compensated in the amount of ten percent (10%) of his or her base pay for all days involved.

**Section F3.7**

- (a) Employment as a staff newswriter by any nationwide radio or television network shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing wage escalator to Newswriters hereafter engaged.
- (b) *Employment for a period of three (3) years as:*
  - (1) a reporter or rewrite person on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
  - (2) a newswriter on the staff of A.P., Reuters or U.P.I., in any city of 100,000 population or more, or
  - (3) a newswriter on the staff of a 50,000 watt radio station in any city of 100,000 population or more, or
  - (4) a newswriter on the staff of any VHF television station in a city of 100,000 population or more,

shall entitle any Newswriter engaged hereunder to at least twelve (12) months' credit for purposes of applying the foregoing salary schedule.

**Section F3.8**

On all commercial local television news programs of fifteen (15) minutes or longer where pursuant to this Agreement a Newswriter-Producer is required to be assigned or is in fact assigned, the Company shall designate one (1) such employee as the Producer and pay him or her a fee in accordance with the following schedule:

### Section F3.8 Cont'd

<u>Length of Program</u>	<u>Producer Fee</u>
Fifteen (15) minutes or more but less than thirty (30) minutes	\$ 8.50
Thirty (30) minutes or more but less than one (1) hour	13.00
One (1) hour or longer	23.00

In no event shall the Company be required to designate more than one (1) employee as the Producer of a program covered under this Paragraph, even though other employees may be performing production duties on such program, and the designation of an employee hereunder as a Producer shall in no event impair the right of the Company to require such employee to perform his or her normal duties during any period covered by such designation. Where more than one employee is assigned to a program which is subject to Producer fees hereunder, the Company will in good faith designate as Producer the employee who makes the greater contribution in producing the program. Nothing in this Paragraph shall be construed to affect those provisions of this Agreement dealing with the duties and assignments of Newswriters-Producers.

### Section F3.9

- (a) If a member of the Unit receives a Producer fee for at least one hundred thirty (130) days during the previous calendar year, the employee shall receive, in addition to regular vacation pay, the applicable Producer fee for each day of his or her scheduled vacation, but in no event more than five (5) times the applicable Producer fee per week while on vacation; provided that, if the Producer fee which the employee has received for the qualification period of at least one hundred thirty (130) days has varied in amount, the Producer fee which the employee shall receive for each day of his or her scheduled vacation shall be the average of the Producer fees received during such qualification period.

Notwithstanding the foregoing, a members of the Unit assigned as a local TV station weekend program producers for at least eighty (80) days during the previous calendar year shall receive, in addition to his or her regular vacation pay, his or her producing fees on a pro rata basis for each week of his or her scheduled vacation.

- (b) In no case shall a member of the Unit receive both an Assignment Editor fee and a Producer fee while on vacation. In the event that a member of the Unit is qualified to receive both, he or she shall receive while on vacation either the Assignment Editor fee or the Producer fee, whichever is greater.

(See Sideletter FC.)

### Section F3.10

- (a) The duties of Desk Assistants may include the supplying of supervisors, Newswriters and reporters with copy from wire services and other sources, the monitoring and tending of teletype and unifax machines in the News Departments, the tending of telephones in the News Departments, the filing, pulling and delivery of scripts, the performance of general clerical duties for the News Staff and similar related duties. Personnel other than Desk Assistants may, to the extent heretofore, perform the duties listed above.
- (b) The Company may hire part-time Desk Assistants at the appropriate hourly rate provided for in (c) below. Articles VIII, XI, XIV, XV, XVIII, XIX, XXII except the Company's Accidental Death and Dismemberment Policy, and XXIII shall not be applicable to such employees. However, such employees shall receive time and one-half (1-1/2) the rate set forth below for work in excess of eight (8) hours a day and any work performed on New Year's Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. Part-time Desk Assistants who have completed eight hundred (800) hours of work within one (1) calendar year shall be eligible to receive forty (40) hours of vacation with pay.
- (c) The minimum wage scales for Desk Assistants shall be as follows:

	8/9/03- <u>8/6/04</u>	8/7/04- <u>8/5/05</u>	8/6/05- <u>8/4/06</u>	8/5/06- <u>3/31/07</u>
<b>Months</b>				
0-6	\$387.50	\$399.00	\$411.00	\$423.50
6-12	401.50	413.50	426.00	439.00
12-18	462.50	476.50	491.00	505.50
18 & over	513.00	528.50	544.50	561.00
<b>Part-time/hour</b>	\$12.88	\$13.27	\$13.67	\$14.08

- (d) Desk Assistants shall constitute a separate unit for purposes of layoff, rehiring and other provisions where Unit Seniority is applicable.

Section F3.11

Section F3.11

- (a) The Company shall have the right to hire persons on a daily basis at a daily rate equal to one-fifth (1/5th) of the applicable weekly wage scale (at any step of the escalator) for weekend or overnight shifts or in order to cover temporary workload requirements or the absence of an employee(s) covered by this Agreement. No regular staff newsreader employed at KGO-TV as of May 12, 2003 shall be laid off during the term of the successor to the 1997-2003 Master Agreement as a direct result of the Company's employment of daily hire newsreaders for regular weekend or overnight shifts.

Daily hires may be assigned to work at such rate any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X such persons shall receive additional compensation as provided in that Article. Any work performed by such persons in hours in excess of eight (8) hours in any day or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday, and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in quarter (1/4) hour segments. In addition, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. In no case shall overtime accrue on overtime.

In addition, the Company may hire persons on a daily basis to work a minimum of four (4) hours on any day, at a rate of pay equal to one-eighth (1/8) the regular daily rate for each hour worked, which shall be the regular pay rate for such person. In the event such person is required to work in excess of six (6) hours, he or she shall be paid no less than eight (8) hours of pay at straight time. Daily hires will receive Fifty-five Dollars (\$55.00) per day (increased to Sixty Dollars (\$60.00) effective the first day of the payroll period following June 1, 2006) in lieu of benefits.

(See Sideletters FD and FD-1.)

Section F3.11(a)

Each person hired on a daily basis who has worked eighty (80) days in a calendar year shall receive vacation pay in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

(See Sideletter FB.)

The Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Thousand Dollars (\$50,000.00) on the following basis:

- (i) A daily hire employee who works more than eighty (80) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein.
- (ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.
- (iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) days within a calendar year.
- (iv) Daily hire employees who qualify for this coverage as described above in calendar year 2003, shall be eligible for the above life insurance policy effective January 1, 2004.

In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay if the engagement was for an eight (8) hour call, or longer, or two (2) hours' pay if the engagement was for a four (4) hour call. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to four (4) or eight (8) hours' pay, whichever is applicable.

- (b) The following provisions of the Master Agreement shall not apply to daily hires: Sections 3.5, 3.6 and 3.7, Articles VIII except Section 8.1 (the final sentence only), XI except Section 11.9, XII through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII through XIX, XXI, XXII except the Company's Accidental Death and Dismemberment Policy, XXIII, XXIV and Articles XXVI through XXIX.



### Section F3.12

#### Section F3.12

This provision shall be applicable to NABET-CWA-represented Newswriters-Producers (hereinafter "employees") assigned, at the Company's option, outside the Continental United States, Puerto Rico or Canada (herein called "overseas") to news field assignments using electronic cameras capable of being hand-held and associated equipment. The "Continental United States" for the purpose of this Section only, includes Alaska and Hawaii. Employees so assigned will, upon individual request, be excused from such assignments, provided, however, that the Company, after having made a reasonable effort to find a qualified replacement from the same office can find such a qualified replacement. The term "qualified" in this Section F3.12 shall include accreditation, the possession of a valid passport and/or visa, security clearances, etc. In no event shall an employee be so assigned for a period in excess of thirty (30) consecutive days without his or her consent.

### ARTICLE F-IV AIR CREDITS

#### Section F4.1

The Company shall give video credit to the Newswriter for each television program he or she writes and audio credit to the Newswriter for each radio program he or she writes of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit, or where the Newswriter prefers otherwise. On a program broadcast two (2) or more times a week where written by the same Newswriter, credit need be given only once a week on such programs to said Newswriters. Where such credit is not given in any week, credits must be given twice in the following week. Where the exigencies of time make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

### ARTICLE F-V SCRIPTS AND PROGRAM IDEAS

#### Section F5.1

Scripts and program ideas conceived, originated or prepared by an employee in the course of his or her employment by the Company, or submitted to the Company in discharge of duties previously assigned to an employee by the Company, shall be the sole and exclusive property of the Company, which shall have full and complete rights to such scripts and program ideas.

Section F5.2

Scripts and program ideas conceived, originated or prepared by an employee outside the scope of his or her employment by the Company and not submitted in discharge of duties previously assigned to an employee of the Company shall not be owned by the Company, either in whole or in part, but the Company shall have a right of first refusal of such scripts and program ideas, which right shall expire (i) upon the Company's failure to exercise such right with respect to each offer within fourteen (14) days after receiving notice from the employee involved of a bona fide offer for such program idea or script and upon said employee's accepting said offer, or (ii) upon the expiration of fourteen (14) days after termination of said employee's employment hereunder whichever one of said two events first occurs. In the event the Newswriter submits for the Company's consideration any material owned by him or her pursuant to the above, at the time of such submission the Newswriter must advise the Company in writing whether he or she wishes to be assigned as the Producer of any program produced by the Company utilizing such material. Should the Company thereafter choose to acquire the rights to such material, the expressed wishes of the Newswriter regarding his or her assignment as Producer will be complied with at the time such program is produced by the Company.

ARTICLE F-VI

[Deleted.]

ARTICLE F-VII

Section F7.1

In lieu of the current Section 8.6(b), the following shall apply:

Section 8.6(b) - work on a scheduled day off - an employee may be required to work on a scheduled day off for not less than a four (4) hour minimum call.

(See Sideletter EN for Specific San Francisco Provisions.)

Section K1.1

K. NEWSWRITERS AGREEMENT  
CHICAGO

ARTICLE K-1  
SCOPE OF UNIT

Section K1.1

The term "employee" as used in this Agreement applies to all News and News Special Events Writers now or hereafter engaged by the Company at its Chicago office to write, rewrite, condense, process or edit news material. Not included are persons who under individual contract with the Company write and broadcast their own material, and do not write material covered by this Agreement for others to broadcast. Nothing contained in this Agreement shall prevent persons employed in the News Department primarily to perform managerial and/or supervisory duties from editing or rewriting copy. The News Director, Assistant News Director, Managing Editor or Executive Producer(s) may also write material for broadcast when such writing is not a substantial part of, and is incidental to, their overall managerial or supervisory duties, or because of time constraints where NABET-CWA-represented Newswriters are not readily available in sufficient numbers.

It is understood that the performance of the work described above is to supplement the work of NABET-CWA-represented Newswriters and no Newswriter on staff as of May 12, 2003 shall be laid off as a direct result of the Company's use of the aforementioned managers to write or edit or rewrite copy under this Section K1.1.

The term "news material" as used in this Agreement includes sports news and weather news.

Section K1.2

Nothing contained in this Agreement shall prevent persons who are employed at another office of the Company primarily for the purpose of preparing news material from performing all or a portion of the duties described herein at the Chicago office for television or radio newsmen for whom they normally prepare such material.

**ARTICLE K-II  
DUTIES**

**Section K2.1**

News and News Special Events Writers shall write, edit and process all news material for news programs or auditions produced by the News and Special Events Department of the Company excluding programs or auditions prepared by persons who under individual contract with the Company write and broadcast their own material. As assigned, News and News Special Events Writers shall write continuity for news documentary programs produced by the News and Special Events Department of the Company.

**Section K2.2**

To perform such duties the Newswriters will correlate news sources such as teletypes, still picture transmitting machines, newspapers, magazines, and personal interviews by telephone. Also in the performance of the above duties, the Newswriters may correlate recorded tape news material and/or filmed news material for use in part or as a whole in the news programs or news program auditions produced by the News Department of the Company in its Chicago office. Correlation of such material may include: (a) previewing recorded tape news material, supervising its editing and writing appropriate news continuity to make it an integral part of the news program or news program audition being prepared; (b) screening news film material, supervising its editing and writing appropriate news continuity to make it an integral part of the news program or news program audition being prepared. Excluded is recorded tape news material and/or filmed news material being used by persons who under individual contract with the Company, write and broadcast their own material.

Nothing in this Agreement shall require a Newswriter to be present during the technical editing of material that is covered by this Agreement if, in the opinion of management, the person performing such technical editing has the requisite knowledge or information to carry out his assignment without such Newswriter's presence.

**Section K2.3**

The Company shall designate five (5) members of the Unit each to serve as an "Assignment Editor," who shall perform "desk functions" as assigned by management. Desk functions may include, but shall not be limited to, making camera, reporting and writing assignments, checking out stories, directing bulletin coverage, editing news material and supervising news room activities. The Company in its discretion may

### Section K2.3 Cont'd

designate more than five (5) members of the Unit as an Assignment Editor and may change any employee designated as Assignment Editor. The Assignment Editor may perform in addition to his or her desk functions the duties specified in Section K1.1 and Section K2.1. Except for illness in excess of one (1) week and vacations, the absence of a designated Assignment Editor shall not require the assignment of another Assignment Editor even though desk functions are being performed. Nothing herein shall preclude management or supervisory personnel from performing any desk functions.

(See Statement of Interpretation (Chicago and Los Angeles Newswriter Agreement) and Sideletter FC.)

### Section K2.4

With respect to those persons who, under individual contract with the Company, write and broadcast their own material pursuant to the exceptions recited in this Agreement, it is agreed that such persons shall include those who:

- (a) write material for their own broadcast which is subsequently broadcast by others; or
- (b) in multiple anchor situations, write for a co-anchor; or
- (c) as a reporter covering a story, write introductory, lead-in, lead-out and/or closing material to be broadcast by an anchor in the studio; or
- (d) have specialized knowledge regarding the particular subject matter of a story to be broadcast by others.

### Section K2.5

At the discretion of the Company, employees hereunder may be assigned to perform work on public affairs, documentary and other programs which are outside the Union's jurisdiction. The Company and the Union agree that any such assignments shall not, under any circumstances, constitute an expansion of existing jurisdiction pursuant to any provisions of the Master Agreement, nor shall the performance of such assignments by employees hereunder entitle any such employees to continue to be given such assignments. It is agreed that no claim or dispute involving an assignment made pursuant to this provision, or the failure to make such an assignment, shall be subject to arbitration.

**ARTICLE K-III  
CLASSIFICATION AND WAGE SCALES**

**Section K3.1****Minimum Wage Scale (Per Week):**

<b><u>Years</u></b>	<b><u>8/9/03- 8/6/04</u></b>	<b><u>8/7/04- 8/5/05</u></b>	<b><u>8/6/05- 8/4/06</u></b>	<b><u>8/5/06- 3/31/07</u></b>
0-1	\$556.00	\$572.50	\$589.50	\$607.00
1-2	851.00	876.50	903.00	930.00
2-3	974.00	1,003.00	1,033.00	1,064.00
3- 4	1,085.00	1,117.50	1,151.00	1,185.50
4 & over	1,372.00	1,413.00	1,455.50	1,499.00

The parties agree to meet within sixty (60) days after ratification of the 2003-2007 Master Agreement to negotiate mutually acceptable terms and conditions of employment to encourage the Company to assign Newswriters to out of town travel assignments. Nothing herein shall be construed to require the Company to make any such assignments.

**Section K3.2**

For each day that a member of the Unit serves as an Assignment Editor, that employee shall receive in addition to his or her regular compensation the sum of Twenty Dollars (\$20.00).

If a member of the Unit receives the Assignment Editor fee for at least one hundred thirty (130) days during the previous calendar year, that employee shall receive, in addition to his or her regular vacation pay, the daily Assignment Editor fee for each day of the employee's scheduled vacation, but in no event more than five (5) times the daily Assignment Editor fee per week while on vacation.

**Section K3.3**

- (a) Employment as a staff newswriter by any nationwide radio or television network shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing wage escalator to Newswriters hereafter engaged.

### Section K3.3(b)

(b) Employment for a period of three (3) years as

- (1) a reporter or rewrite person on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
- (2) a newswriter on the staff of the Chicago City News Bureau, or on the staff of A.P., Reuters or U.P.I., in any city of 100,000 population or more, or
- (3) a newswriter on the staff of a 50,000 watt radio station in any city of 100,000 population or more, or
- (4) a newswriter on the staff of any VHF television station in a city of 100,000 population or more, or
- (5) a reporter on the staff of any VHF television station in a city of 100,000 population or more,

shall entitle any Newswriter engaged hereunder to at least twelve (12) months' credit for purposes of applying the foregoing salary schedule.

### Section K3.4 – Fees

News and News Special Events Writers will receive fees for writing any transcontinental network commercial news program with the following minimum:

<u>Length of Program</u>	<u>Radio Fees</u>	<u>Television Fees</u>
0 to 5 Minutes	\$ 5.00	\$ 8.00
Over 5 to 10 Minutes	8.25	12.50
Over 10 to 15 Minutes	12.00	19.00
Over 15 to 30 Minutes	19.00	28.50
Over 30 Minutes	27.00	46.00

### Section K3.5 - Multiple Program Rate

The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

Section K3.5 Cont'd

<u>A</u>	<u>B</u>
<u>Number of Program</u> <u>Broadcasts Per Week</u>	<u>Applicable Multiple</u> <u>of Single Program Rate</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3

Over five (5) per week the multiple of single program rate in "B" above increases by one-fourth (1/4) for each additional program.

**Section K3.6**

If any one commercial program is broadcast more than one (1) day per week, the Writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different Newswriters are assigned to such program on different days of the week, the fee shall be divided among them pro rata.

**Section K3.7**

Where two (2) or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one (1) day per week, each Newswriter who writes more than one (1) such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by the employee during such week.

**Section K3.8**

In the case of a news "insert" or a news "cut-in" in a program, the amount of the fee is to be determined by the length of the "cut-in" or "insert," not the length of the program.

**Section K3.9**

In no event shall commercial fees be payable on any local or regional program.

**Section K3.10**

The above fees also will apply to news programs written by News and News Special Events Writers which are ordinarily written by others.



Section K3.11

Section K3.11

- (a) If a Newswriter is assigned by the Company to serve as the Producer or Associate Producer of a commercial local television program, he or she shall be paid a *Producer fee* or an *Associate Producer fee* in accordance with the following schedules:

<u>Length of Program</u>	<u>Producer Fee</u>
Five (5) minutes	\$4.50
<i>More than five (5) minutes</i> but less than thirty (30) minutes	15.00
Thirty (30) minutes or more but less than one (1) hour	27.00
One (1) hour or longer	42.00

<u>Length of Program</u>	<u>Associate Producer Fee</u>
Thirty (30) minutes or more but less than one (1) hour	\$10.00
One (1) hour or longer	15.00

- (b) Nothing contained herein shall be deemed to require that a Producer or an Associate Producer (i.e., a Newswriter assigned as Producer or Associate Producer or any other person assigned as Producer or Associate Producer) must be assigned to each program, nor shall anything contained herein be deemed in any way to confer on members of the Bargaining Unit jurisdiction over producing news programs, or producing elements, portions, segments, inserts, stories or pieces for such programs.
- (c) In no event will a Producer or Associate Producer fee be required for *producing elements, portions, segments, inserts, stories or pieces* for programs.
- (d) If a member of the Unit receives a Producer or Associate Producer fee for at least one hundred thirty (130) days during the previous calendar year, the employee shall receive, in addition to regular vacation pay, the applicable Producer or Associate Producer fee for each day of his or her scheduled vacation, but in no

event more than five (5) times the applicable Producer or Associate Producer fee per week while on vacation; provided that, if the Producer or Associate Producer fee which the employee has received for the qualification period of at least one hundred thirty (130) days has varied in amount, the Producer or Associate Producer fee which the employee shall receive for each day of his or her scheduled vacation shall be the average of the Producer or Associate Producer fees received during such qualification period.

Notwithstanding the foregoing, a member of the Unit assigned as a local TV station weekend program producer for at least eighty (80) days during the previous calendar year shall receive, in addition to his or her regular vacation pay, his or her producing fees on a pro rata basis for each week of his or her scheduled vacation.

- (e) Notwithstanding any practices, grievance settlements, arbitration awards, or any provisions of the Master Agreement, producers of news programs, elements, segments, inserts, stories or pieces of news programs in Chicago may perform any and/or all of the duties of NABET-CWA-represented Newswriters in conjunction with the programs, program elements, segments, inserts, stories or pieces which they produce, or for special news programming. The foregoing shall apply to not more than three (3) specialty and/or segment producers (but no more than three (3) people in total) in any combination thereof. With respect to regularly scheduled news programs on WLS-TV, the provisions of the first sentence of this Section shall not apply to more than one (1) producer per program, except that program producers may perform all such duties of NABET-CWA-represented Newswriters with respect to program(s) produced by others, which programs are in a single calendar day in an adjacent news block to the particular program produced by another Program Producer (e.g., the 10:00 PM Program Producer could write for the 6:00 PM news, or the 4:00 PM Program Producer could write for the 6:00 PM news but the 10:00 PM Program Producer could not write for the 5:00 AM news on the following calendar day, nor could the 5:00 AM Program Producer write for the 10:00 PM news on the previous calendar day), when: (i) in the Company's sole judgment it is necessary to do so; and (ii) the writing of the program producer does not substitute for the hiring or scheduling of a NABET-CWA-represented newswriter. On weekend programs on WLS-TV (weekends shall be Friday and Saturday or Saturday and Sunday), producers not covered by this Agreement may only perform the duties of NABET-CWA-represented Newswriters as set forth above to cover the absence of a NABET-CWA-represented Newswriter or in a news emergency or special coverage.

### Section K3.12

#### Section K3.12

- (a) The duties of Desk Assistants may include the supplying of supervisors, Newswriters and reporters with copy from wire services and other sources, the monitoring and tending of teletype and unifax machines in the News Departments, the tending of telephones in the News Departments, the filing, pulling and delivery of scripts, the performance of general clerical duties for the news staff and similar related duties. Personnel other than Desk Assistants may, to the extent heretofore, perform the duties listed above.
- (b) The Company may hire part-time Desk Assistants at the appropriate hourly rate provided for in (c) below. Articles VIII, XI, XIV, XV, XVIII, XIX, XXII except the Company's Accidental Death and Dismemberment Policy, and XXIII shall not be applicable to such employees. However, such employees shall receive time and one-half (1-1/2) the rate set forth below for work in excess of eight (8) hours a day and any work performed on New Year's Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. Part-time Desk Assistants who have completed eight hundred (800) hours of work within one (1) calendar year shall be eligible to receive forty (40) hours of vacation with pay.
- (c) The minimum wage scales for Desk Assistants shall be as follows:

	<u>8/9/03-</u> <u>8/6/04</u>	<u>8/7/04-</u> <u>8/5/05</u>	<u>8/6/05-</u> <u>8/4/06</u>	<u>8/5/06-</u> <u>3/31/07</u>
<b>Months</b>				
0-6	\$387.50	\$399.00	\$411.00	\$423.50
6-12	401.50	413.50	426.00	439.00
12-18	462.50	476.50	491.00	505.50
18 & over	513.00	528.50	544.50	561.00
 Part-time/hour	 \$12.88	 \$13.27	 \$13.67	 \$14.08

- (d) Desk Assistants shall constitute a separate unit for purposes of layoff, rehiring and other provisions where Unit Seniority is applicable.

#### Section K3.13

In no case shall a member of the Unit receive both a Desk Person fee and a Producer fee while on vacation. In the event that a member of the Unit is qualified to receive both, he or she shall receive while on vacation either the Desk Person fee or the Producer fee, whichever is greater.

Section K3.14

- (a) The Company shall have the right to hire persons on a daily basis in order to cover temporary workload requirements or the absence of an employee(s) covered by this Agreement.

The Settlement Agreement dated May 9 and 10, 2002, AC 99-05 and AC 00-05 shall otherwise describe the rights to engage daily hire employees under the K Agreement but shall be non-cancellable for the term of the 2003-2007 Master Agreement.

Employees hired on a daily basis shall be paid for each day worked a daily rate equal to one-fifth (1/5) of the applicable weekly wage scale (at any step of the escalator) which shall be the regular rate of pay for daily hire employees as of that date. Daily hires may be assigned to work at such rate any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X such persons shall receive additional compensation as provided in that Article. Any work performed by such persons in hours in excess of eight (8) hours in any day or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 midnight the following Friday) and any work performed on New Year's Day, Presidents' Day, Martin Luther King, Jr., Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in quarter (1/4) hour segments. In addition, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. In no case shall overtime accrue on overtime.

In addition, the Company may hire persons on a daily basis to work a minimum of four (4) hours on any day, at a rate of pay equal to one-eighth (1/8) the regular daily rate for each hour worked, which shall be the regular pay rate for such person. In the event such person is required to work in excess of six (6) hours, he or she shall be paid no less than eight (8) hours of pay at straight time.

Daily hires will receive Fifty-five Dollars (\$55.00) per day (increased to Sixty Dollars (\$60.00) effective the first day of the payroll period following June 1, 2006) in lieu of benefits.

(See Sideletters FD and FD-1.)

Each person hired on a daily basis who has worked eighty (80) days in a calendar year shall receive vacation pay in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

(See Sideletter FB.)

The Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Thousand Dollars (\$50,000.00) on the following basis:

- (i) A daily hire employee who works more than eighty (80) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein.
- (ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.
- (iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) days within a calendar year.
- (iv) Daily hire employees who qualify for this coverage as described above in calendar year 2003, shall be eligible for the above life insurance policy effective January 1, 2004.

In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay if the engagement was for an eight (8) hour call, or longer, or two (2) hours' pay if the engagement was for a four (4) hour call. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to four (4) or eight (8) hours' pay, whichever is applicable.

Section K3.14 (b)

- (b) The following provisions of the Master Agreement shall not apply to daily hires: Sections 3.5, 3.6 and 3.7, Articles VIII except Section 8.1 (the final sentence only), XI except Section 11.9, XII through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII through XIX, XXI, XXII except the Company's Accidental Death and Dismemberment Policy, XXIII, XXIV and Articles XXVI through XXIX.

**Section K3.15**

This provision shall be applicable to NABET-CWA-represented Newswriters (hereinafter "employees") assigned, at the Company's option, outside the Continental United States, Puerto Rico or Canada (herein called "overseas") to news field assignments using electronic cameras capable of being hand-held and associated equipment. The "Continental United States" for the purpose of this Section only, includes Alaska and Hawaii. Employees so assigned will, upon individual request, be excused from such assignments, provided, however, that the Company, after having made a reasonable effort to find a qualified replacement from the same office can find such a qualified replacement. The term "qualified" in this Section K3.15 shall include accreditation, the possession of a valid passport and/or visa, security clearances, etc. In no event shall an employee be so assigned for a period in excess of thirty (30) consecutive days without his or her consent.

**ARTICLE K-IV  
CREDITS**

**Section K4.1**

The Company shall give video credit to the Newswriter for each television program he or she writes and audio credit to the Newswriter for each radio program he or she writes of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit, or where the Newswriter prefers otherwise. On a program broadcast two (2) or more times a week where written by the same Newswriter, credit need be given only once a week on such programs to said Newswriter. Where such credit is not given in any week, credits must be given twice in the following week. Where the exigencies of time make such credit impractical, failure to give credit shall not be considered a breach of this Agreement. The credit to a Newswriter will in no case be included in a general grouping of persons receiving credit on the program, unless the Newswriter is separately identified as such in the grouping.

Section K5.1

ARTICLE K-V  
USE OF MATERIALS

Section K5.1

All materials written as part of the Newswriter's assigned work on programs or auditions produced by the News Department of the Company shall belong to the Company which shall have sole ownership and right and use of all such materials for all purposes for all time. All materials written on the Newswriter's own time shall belong exclusively to the Newswriter who shall retain full title therein and who shall have the right at any time to use or dispose of such material for his or her own benefit and advantage, provided, however, that any material which is destined for use on any competing broadcasting station or competing broadcasting network shall not bear the Newswriter's name or Company connection. In the event the Newswriter submits for the Company's consideration any material owned by him or her pursuant to the previous sentence, at the time of such submission the Newswriter must advise the Company in writing whether he or she wishes to be assigned as the Producer of any program produced by the Company utilizing such material. Should the Company thereafter choose to acquire the rights to such material, the expressed wishes of the Newswriter *regarding his or her assignment as Producer* will be complied with at the time such program is produced by the Company.

ARTICLE K-VI  
MEAL PERIODS

Section K6.1

There shall be no change from the present practice.

[Deleted.]

O. NEWSWRITERS AGREEMENT  
LOS ANGELES

ARTICLE O-I  
SCOPE OF UNIT

Section O1.1

The term "employee" as used in this Agreement applies to all News and News Special Events Writers now or hereafter engaged by the Company at its Los Angeles office to write, rewrite, condense, process or edit news material. Not included are Newscasters and Commentators who under individual contract with the Company write and broadcast their own material, and do not write material covered by this Agreement for others to broadcast.

The term "news material" as used in this Agreement includes sports news and weather news.

Section O1.2

Nothing contained in this Agreement shall prevent persons employed in the News Department primarily to perform managerial and/or supervisory duties from editing, or rewriting copy for broadcast. The News Director, Assistant News Director, Managing Editor or Executive Producer(s) may also write material for broadcast when such writing is not a substantial part of, and is incidental to, their overall managerial or supervisory duties or because of time constraints where NABET-CWA-represented Newswriters are not readily available in sufficient numbers. It is understood that the performance of the work described above is to supplement the work of NABET-CWA-represented Newswriters and no newswriter on staff as of May 12, 2003 shall be laid off as a direct result of the Company's use of the aforementioned managers to write or edit or rewrite copy under this Section O1.2.

Section O1.3

Nothing contained in this Agreement shall prevent persons who are employed at another office of the Company primarily for the purpose of preparing news material from performing all or a portion of the duties described herein at the Los Angeles office for television or radio newsmen for whom they normally prepare such material.



Section O2.1

ARTICLE O-II  
DUTIES

Section O2.1

News and News Special Events Writers shall write, edit and process all news material for news programs or auditions produced by the News and News Special Events Department of the Company excluding programs or auditions prepared by Newscasters and Commentators who normally prepare their own material for broadcast purposes.

To perform such duties the Newswriters will correlate news sources such as *teletypes, still picture transmitting machines, newspapers, magazines and personal interviews* by telephones, as deemed necessary by management. Also in the performance of the above duties, the News and News Special Events Writers, as deemed necessary by management, may correlate recorded tape news material and/or filmed news material for use in part or as a whole in the news program or news program auditions produced by the News Department of the Company in its Los Angeles office. Correlation of such material may include:

- (a) previewing recorded tape news material, supervising its editing and writing appropriate news continuity to make it an *integral part of the news program or news program audition* being prepared.
- (b) screening news film material, supervising its editing, and writing appropriate news continuity to make it an *integral part of the news program or news audition* being prepared.

Excluded is recorded tape news material and/or film news material being used by Newscasters and Commentators who, under individual contract with the Company, write and broadcast their own material.

Section O2.2

The Company shall designate six (6) members of the Unit to serve as an "Assignment Editor," at least one (1) of whom shall be designated in the television Network News Department, who shall perform "desk functions" as assigned by management. Desk functions may include, but shall not be limited to, making camera, reporting and writing assignments, checking out stories, directing bulletin coverage, editing news material and supervising news room activities. The Company in its discretion may designate more than six (6) members of the Unit as Assignment

Editor and may change any employee designated as Assignment Editor. The Assignment Editor may perform in addition to his or her desk functions the duties specified in Section O1.1 and Section O2.1. Except for illness in excess of one (1) week and vacations, the absence of a designated Assignment Editor shall not require the assignment of another Assignment Editor even though desk functions are being performed. Nothing herein shall preclude management or supervisory personnel from performing any desk functions.

(See Statement of Interpretation, Chicago and Los Angeles Newswriters Agreements and Sideletter FC.)

### Section O2.3

With respect to those persons who, under individual contract with the Company, write and broadcast their own material pursuant to the exceptions recited in this Agreement, it is agreed that such persons shall include those who:

- (a) write material for their own broadcast which is subsequently broadcast by others; or
- (b) in multiple anchor situations, write for a co-anchor; or
- (c) as a reporter covering a story, write introductory, lead-in, lead-out and/or closing material to be broadcast by an anchor in the studio; or
- (d) have specialized knowledge regarding the particular subject matter of a story to be broadcast by others.

### Section O2.4

At the discretion of the Company, employees hereunder may be assigned to perform work on public affairs, documentary and other programs which are outside the Union's jurisdiction. The Company and the Union agree that any such assignments shall not, under any circumstances, constitute an expansion of existing jurisdiction pursuant to any provisions of the Master Agreement, nor shall the performance of such assignments by employees hereunder entitle any such employees to continue to be given such assignments. It is agreed that no claim or dispute involving an assignment made pursuant to this provision, or the failure to make such an assignment, shall be subject to arbitration.

### Section O3.1

## ARTICLE O-III CLASSIFICATION AND WAGE SCALES

### Section O3.1

#### Minimum Wage Scale (Per Week):

<u>Years</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0-1	\$556.00	\$572.50	\$589.50	\$607.00
1-2	851.50	876.50	903.00	930.00
2-3	974.00	1003.00	1033.00	1064.00
3-4	1085.00	1117.50	1151.00	1185.50
4 & over	1372.00	1413.00	1455.50	1499.00

The parties agree to meet within sixty (60) days after ratification of the successor to the 1997-2003 Master Agreement to negotiate mutually acceptable terms and conditions of employment to encourage the Company to assign Newswriters to out of town travel assignments. Nothing herein shall be construed to require the Company to make any such assignments.

### Section O3.2

For each day that a member of the Unit serves as an Assignment Editor, he or she shall receive in addition to the employee's regular compensation the sum of Twenty Dollars (\$20.00).

If a member of the Unit receives the Assignment Editor fee for at least one hundred thirty (130) days during the previous calendar year, that employee shall receive, in addition to his or her regular vacation pay, the daily Assignment Editor fee for each day of the employee's scheduled vacation, but in no event more than five (5) times the daily Assignment Editor fee per week while on vacation.

**Section O3.3**

- (a) Employment as a staff newswriter by any nationwide radio or television network shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing wage escalator to Newswriters hereafter engaged.
- (b) Employment for a period of three (3) years as:
- (1) a reporter or rewrite person on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
  - (2) a newswriter on the staff of A.P., Reuters or U.P.I., in any city of 100,000 population or more, or
  - (3) a newswriter on the staff of a 50,000 watt radio station in any city of 100,000 population or more, or
  - (4) a newswriter on the staff of any VHF television station in a city of 100,000 population or more,

shall entitle any Newswriter engaged hereunder to at least twelve (12) months' credit for purposes of applying the foregoing salary schedule.

**Section O3.4**

News and News Special Events Writers will receive fees for writing any transcontinental network commercial news programs with the following minimum:

<u>Length of Program</u>	<u>Radio Fees</u>	<u>Television Fees</u>
0 to 5 Minutes	\$ 5.00	\$ 8.00
Over 5 to 10 Minutes	8.25	12.50
Over 10 to 15 Minutes	12.00	19.00
Over 15 to 30 Minutes	19.00	28.50
Over 30 Minutes	27.00	46.00

### Section O3.5

#### Section O3.5

The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

A	B
<u>Number of Program</u>	<u>Applicable Multiple</u>
<u>Broadcasts Per Week</u>	<u>of Single Program Rate</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3

#### Section O3.6

Over five (5) per week, the multiple of single program rate in "B" above increases by one-fourth (1/4th) for each additional program. If any one (1) commercial program is broadcast more than one (1) day per week, the Writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different Newswriters are assigned to such program on different days of the week, the fee shall be divided among them pro rata.

#### Section O3.7

Where two (2) or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one (1) day per week, each Newswriter who writes more than one (1) such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by the employee during such week.

#### Section O3.8

In the case of a news "insert" or a news "cut-in" in a program, the amount of the fee is to be determined by the length of the "cut-in" or "insert", not the length of the program.

**Section O3.9**

In no event shall commercial fees be payable on any local or regional program.

**Section O3.10**

The above fees also will apply to news programs written by Newswriters which are ordinarily written by others.

**Section O3.11**

If a Newswriter is assigned by the Company to serve as the Producer of a commercial local television program, he or she shall be paid a Producer fee in accordance with the following schedule:

<u>Length of Program</u>	<u>Producer Fee</u>
Five (5) minutes	\$4.50
More than five (5) minutes but less than thirty (30) minutes	15.00
Thirty (30) minutes or more but less than one (1) hour	27.00
One (1) hour or longer	42.00

- (b) Nothing contained herein shall be deemed to require that a Producer (i.e., a Newswriter assigned as Producer or any other person assigned as Producer) must be assigned to each program, nor shall anything contained herein be deemed in any way to confer on members of the Bargaining Unit jurisdiction over producing news programs, or producing elements, portions, segments, inserts, stories or pieces for such programs.
- (c) In no event will a Producer fee be required for producing elements, portions, segments, inserts, stories or pieces for programs.
- (d) If a member of the Unit receives a Producer fee for at least one hundred thirty (130) days during the previous calendar year, the employee shall receive, in addition to regular vacation pay, the applicable Producer fee for each day of his or her scheduled vacation, but in no event more than five (5) times the

Section 03.11(d) Cont'd

applicable Producer fee per week while on vacation; provided that, if the Producer fee which the employee has received for the qualification period of at least one hundred thirty (130) days has varied in amount, the Producer fee which the employee shall receive for each day of his or her scheduled vacation shall be the average of the Producer fees received during such qualification period.

Notwithstanding the foregoing, a member of the Unit assigned as a local TV station weekend program producers for at least eighty (80) days during the previous calendar year shall receive, in addition to his or her regular vacation pay, his or her producing fees on a pro rata basis for each week of his or her scheduled vacation.

- (e) Notwithstanding any practices, grievance settlements, arbitration awards, or any provisions of the Master Agreement, producers of news programs, elements, segments, inserts, stories or pieces of news programs in Los Angeles may perform any and/or all of the duties of NABET-CWA-represented Newswriters in conjunction with the programs, program elements, segments, inserts, stories or pieces which they produce, or for special news programming. The foregoing shall apply to not more than three (3) specialty and/or segment producers (but not more than three (3) people in total) in any combination thereof. With respect to regularly scheduled news programs on KABC-TV, the provisions of the first sentence of this Section shall not apply to more than one (1) producer per program, except that program producers may perform all such duties of NABET-CWA-represented Newswriters with respect to program(s) produced by others, which programs are in a single calendar day in an adjacent news block to the particular program produced by another Program Producer (e.g., the 11:00 PM Program Producer could write for the 6:00 PM news, or the 4:00 PM Program

Producer could write for the 6:00 PM news but the 11:00 PM Program Producer could not write for the 5:00 AM news on the following calendar day, nor could the 5:00 AM Program Producer write for the 11:00 PM news on the previous calendar day), when: (i) in the Company's sole judgment it is necessary to do so; and (ii) the writing of the program producer does not substitute for the hiring or scheduling of a NABET-CWA-represented newswriter. On weekend programs on KABC-TV, producers not covered by this Agreement may only perform the duties of NABET-CWA-represented Newswriters as set forth above to cover the absence of a NABET-CWA-represented Newswriter or in a news emergency or special coverage.

## Section O3.12

- (a) The duties of Desk Assistants may include the supplying of Supervisors, Newswriters and reporters with copy from wire services and other sources, the monitoring and tending of teletype and unifax machines in the News Departments, the tending of telephones in the News Departments, the filing, pulling and delivery of scripts, the performance of general clerical duties for the news staff and similar related duties. Personnel other than Desk Assistants may, to the extent heretofore, perform the duties listed above.

(See Sideletter FI.)

- (b) The Company may hire part-time Desk Assistants at the appropriate hourly rate provided for in (c) below. Articles VIII, XI, XIV, XV, XVIII, XIX, XXII except the Company's Accidental Death and Dismemberment Policy, and XXIII shall not be applicable to such employees. However, such employees shall receive time and one-half (1-1/2) the rate set forth below for work in excess of eight (8) hours a day and any work performed on New Year's Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. Part-time Desk Assistants who have completed eight hundred (800) hours of work within one (1) calendar year shall be eligible to receive forty (40) hours of vacation with pay.
- (c) The minimum wage scales for Desk Assistants shall be as follows:

<u>Months</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0-6	\$387.50	\$399.00	\$411.00	\$423.50
6-12	401.50	413.50	426.00	439.00
12-18	462.50	476.50	491.00	505.50
18 & Over	513.00	528.50	544.50	561.00
Part-time (per hour)	12.88	13.27	13.67	14.08

- (d) Desk Assistants shall constitute a separate unit for purposes of layoff, rehiring and other provisions where Unit Seniority is applicable.



### Section O3.13

#### Section O3.13

In no case shall a member of the Unit receive both a Desk Person fee and a Producer fee while on vacation. In the event that a member of the Unit is qualified to receive both, he or she shall receive while on vacation either the Desk Person fee or the Producer fee, whichever is greater.

#### Section O3.14

- (a) The Company shall have the right to hire persons on a daily basis at KABC-TV for weekend or overnight shifts, and in all Los Angeles operations in order to cover temporary workload requirements or the absence of an employee(s) covered by this Agreement. No regular staff newswriters employed at KABC-TV as of May 12, 2003 shall be laid off during the term of the successor to the 1997-2003 Master Agreement as a direct result of the Company's employment of daily hire newswriters for regular weekend or overnight shifts.

Employees hired on a daily basis shall be paid for each day worked a daily rate equal to one-fifth (1/5) of the applicable weekly wage scale (at any step of the escalator) which shall be the regular rate of pay for daily hire employees as of that date). Daily hires may be assigned to work at such rate any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X such persons shall receive additional compensation as provided in that Article. Any work performed by such persons in hours in excess of eight (8) hours in any day or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday) and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in quarter (1/4) hour segments. In addition, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. In no case shall overtime accrue on overtime.

In addition, the Company may hire persons on a daily basis to work a minimum of four (4) hours on any day, at a rate of pay equal to one-eighth (1/8) the regular daily rate for each hour worked, which shall be the regular pay rate for such person. In the event such person is required to work in excess of six (6) hours, he or she shall be paid no less than eight (8) hours of pay at straight time.

Daily hires will receive Fifty-five Dollars (\$55.00) per day (increased to Sixty Dollars (\$60.00) effective the first day of the payroll period following June 1, 2006) in lieu of benefits.

(See Sideletters FD and FD-1.)

Each person hired on a daily basis who has worked eighty (80) days in a calendar year shall receive vacation pay in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

(See Sideletter FB.)

The Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Thousand Dollars (\$50,000.00) on the following basis:

- (i) A daily hire employee who works more than eighty (80) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein.
- (ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.
- (iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) days within a calendar year.
- (iv) Daily hire employees who qualify for this coverage as described above in calendar year 2003, shall be eligible for the above life insurance policy effective January 1, 2004.

#### Section O3.14(a) Cont'd

In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay if the engagement was for an eight (8) hour call, or longer, or two (2) hours' pay if the engagement was for a four (4) hour call. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to four (4) or eight (8) hours' pay, whichever is applicable.

- (b) The following provisions of the Master Agreement shall not apply to daily hires: Sections 3.5, 3.6 and 3.7, Articles VIII except Section 8.1 (the final sentence only), XI except Section 11.9, XII through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII through XIX, XXI, XXII except the Company's Accidental Death and Dismemberment Policy, XXIII, XXIV and Articles XXVI through XXIX.

#### Section O3.15

This provision shall be applicable to NABET-CWA-represented Newswriters (hereinafter "employees") assigned, at the Company's option, outside the Continental United States, Puerto Rico or Canada (herein called "overseas") to news field assignments using electronic cameras capable of being hand-held and associated equipment. The "Continental United States" for the purpose of this Section only, includes Alaska and Hawaii. Employees so assigned will, upon individual request, be excused from such assignments, provided, however, that the Company, after having made a reasonable effort to find a qualified replacement from the same office, can find such a qualified replacement. The term "qualified" in this Section O3.15 shall include accreditation, the possession of a valid passport and/or visa, security clearances, etc. In no event shall an employee be so assigned for a period in excess of thirty (30) consecutive days without his or her consent.

#### ARTICLE O-IV AIR CREDITS

#### Section O4.1

The Company shall give video credit to the Newswriter for each television program he or she writes and audio credit to the Newswriter for each radio program he or she writes of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit, or where the Newswriter prefers otherwise. On a program broadcast two (2) or more times a

week where written by the same Newswriter, credit need be given only once a week on such programs to said Newswriter. Where such credit is not given in any week, credits must be given twice in the following week. Where the exigencies of time make such credit impractical, failure to give credit shall not be considered a breach of this Agreement. The credit to a Newswriter will in no case be included in a general grouping of persons receiving credit on the program, unless the Newswriter is separately identified as such in the grouping.

ARTICLE O-V  
USE OF MATERIALS

Section O5.1

All materials written as part of the Newswriter's assigned work on programs or auditions produced by the News Department of the Company shall belong to the Company which shall have sole ownership and right and use of all such materials for all purposes for all time. All materials written on the Newswriter's own time shall belong exclusively to the Newswriter who shall retain full title therein and who shall have the right at any time to use or dispose of such material for his or her own benefit and advantage, provided, however, that any material which is destined for use on any competing broadcasting station or competing broadcasting network shall not bear the Newswriter's name or Company connection. In the event the Newswriter submits for the Company's consideration any material owned by him or her pursuant to the previous sentence, at the time of such submission the Newswriter must advise the Company in writing whether he or she wishes to be assigned as the Producer of any program produced by the Company utilizing the material. Should the Company thereafter choose to acquire the rights to such material, the expressed wishes of the Newswriter regarding his or her assignment as Producer will be complied with at the time such program is produced by the Company.

Section P1.1

P. PLANT MAINTENANCE AGREEMENT  
LOS ANGELES

ARTICLE P-I  
SCOPE OF UNIT

Section P1.1

The term "employee" as used in this Agreement applies to all Electricians, Carpenters, Plant Maintenance employees, General Maintenance Persons, Gardeners, AM Studio Set-up Persons and Building Maintenance Persons employed by the Company in Los Angeles.

(See Sideletter ES.)

ARTICLE P-II  
DUTIES

Section P2.1

Building Maintenance Persons shall perform general utility duties (including minor plumbing) in the buildings and plants of the Company excluding contracted janitorial services.

Section P2.2

Painters shall perform the painting work in connection with maintenance and repair of the buildings and premises other than major repairs and major installations. Employees in this classification may be assigned interchangeably in the event of unscheduled occurrences when members of only one (1) trade are assigned on weekends and on the holidays named in Section 18.1. In the event the Company institutes an overnight shift, the parties agree to discuss the question of interchangeability during such shift.

(See Sideletter DY.)

**Section P2.3**

Electricians shall perform the electrical and plumbing work in connection with maintenance and repair of the buildings and premises other than major repairs and major installations. In addition, Electricians shall perform the duties of operation and maintenance of air conditioning equipment, as distinguished from installations or major repairs. Employees in this classification may be assigned to the duties set forth in Section P2.2 above and Section P2.7 below in the event of unscheduled occurrences when members of only one (1) trade are assigned on weekends and on the holidays named in Section 18.1.

**Section P2.4**

General Maintenance Persons shall perform handyman electrical, carpentry, painting, plumbing, gardening and related work in the buildings and premises of the Company, excepting at the Television Center, and may also perform the duties of the Building Maintenance Persons hereunder. Such duties need not be performed under the direct supervision of a Plant Maintenance Person. Handyman work is simple, not requiring the skill of a journeyman.

**Section P2.5**

Gardeners shall perform duties in connection with the planting and maintenance (including minor plumbing) of grass, trees, flowers, shrubbery and other vegetation on the Company's premises.

(See Sideletter DY.)

**Section P2.6**

Switching air conditioning equipment on and off, or adjusting thermostats as distinguished from repairing and maintaining same, shall not be considered as the operation, repair or maintenance of air conditioning equipment under Section P2.3 above.

**Section P2.7**

Carpenters shall perform the carpentry work and plumbing in connection with maintenance and repair of the building premises, other than major repairs and major installations. Employees in this classification may be assigned to the duties set forth in Section P2.2 above in the event of unscheduled occurrences when members of only one (1) trade are assigned on weekends and on the holidays named in Section 18.1.

## Section P2.8

### Section P2.8

As used herein, the terms "buildings," "premises" and "plants" of the Company shall only include those fixed locations owned by the Company or leased by the Company for a term in excess of two (2) months. The Company agrees to notify the Union of the acquisition or lease of such fixed locations.

## ARTICLE P-III CLASSIFICATION AND WAGE SCALES

### Section P3.1

#### Minimum Wage Scale (Per Week):

#### Building Maintenance Persons

<u>Years</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0-1	\$522.50	\$538.00	\$554.00	\$570.50
1-2	579.50	597.00	615.00	633.50
2-3	624.50	643.00	662.50	682.50
3 & Over	712.00	733.50	755.50	778.00

#### Gardeners

<u>Years</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0-1	\$587.00	\$604.50	\$622.50	\$641.00
1-2	656.50	676.00	696.50	717.50
2-3	739.50	761.50	784.50	808.00
3 & Over	856.00	881.50	908.00	935.00

General Maintenance Persons

<b>Years</b>	<b>8/9/03- 8/6/04</b>	<b>8/7/04- 8/5/05</b>	<b>8/6/05- 8/4/06</b>	<b>8/5/06- 3/31/07</b>
0-1	\$587.00	\$604.50	\$622.50	\$641.00
1-2	656.50	676.00	696.50	717.50
2-3	739.50	761.50	784.50	808.00
3 & Over	856.00	881.50	908.00	935.00

Painters

<b>Years</b>	<b>8/9/03- 8/6/04</b>	<b>8/7/04- 8/5/05</b>	<b>8/6/05- 8/4/06</b>	<b>8/5/06- 3/31/07</b>
0-1	\$739.50	\$761.50	\$784.50	\$808.00
1-2	831.50	856.50	882.00	908.50
2-3	902.00	929.00	957.00	986.00
3 & Over	998.00	1028.00	1059.00	1091.00

Carpenters

<b>Years</b>	<b>8/9/03- 8/6/04</b>	<b>8/7/04- 8/5/05</b>	<b>8/6/05- 8/4/06</b>	<b>8/5/06- 3/31/07</b>
0-1	\$753.50	\$776.00	\$799.50	\$823.50
1-2	843.50	869.00	895.00	922.00
2-3	918.00	945.50	974.00	1003.00
3 & Over	1048.50	1080.00	1112.50	1146.00

Electricians

<b>Years</b>	<b>8/9/03- 8/6/04</b>	<b>8/7/04- 8/5/05</b>	<b>8/6/05- 8/4/06</b>	<b>8/5/06- 3/31/07</b>
0-1	\$790.50	\$814.00	\$838.50	\$863.50
1-2	885.50	912.00	939.50	967.50
2-3	965.50	994.50	1024.50	1055.00
3 & Over	1076.50	1109.00	1142.50	1177.00



### Section P3.2

#### Section P3.2

The weekly salary of a Lead Person for any job classification set forth in Section P4.1 hereof shall be thirteen percent (13%) above the highest step of the escalator of such job classification, provided that the Lead Person for the Building Maintenance Persons shall be paid thirteen percent (13%) above the highest step of the escalator of the AM Set-up and General Maintenance Persons.

#### Section P3.3

- (a) The Company shall have the right to hire persons on a daily basis in order to cover temporary workload requirements or the absence of an employee(s) covered by this Agreement.

Employees hired on a daily basis shall be paid for each day worked a daily rate equal to one-fifth (1/5) of the applicable weekly wage scale (at any step of the escalator) which shall be the regular rate of pay for daily hire employees as of that date. Daily hires may be assigned to work at such rate any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X such persons shall receive additional compensation as provided in that Article. Any work performed by such persons in hours in excess of eight (8) hours in any day or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday), and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in quarter (1/4) hour segments. In addition, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. In no case shall overtime accrue on overtime.

Daily hires will receive Fifty-five Dollars (\$55.00) per day (increased to Sixty Dollars (\$60.00) effective the first day of the payroll period following June 1, 2006) in lieu of benefits.

(Sideletters FD and FD-1.)

Section P3.3(a) Cont'd

Each person hired on a daily basis who has worked eighty (80) days in a calendar year shall receive vacation pay in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

(Sideletter FB.)

The Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Thousand Dollars (\$50,000.00) on the following basis:

- (i) A daily hire employee who works more than eighty (80) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein.
- (ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.
- (iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) days within a calendar year.
- (iv) Daily hire employees who qualify for this coverage as described above in calendar year 2003, shall be eligible for the above life insurance policy effective January 1, 2004.

In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to eight (8) hours' pay.

- (b) The following provisions of the Master Agreement shall not apply to daily hires: Sections 3.5, 3.6 and 3.7, Articles VIII except Section 8.1 (the final sentence only), XI except Section 11.9, XII through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII through XIX, XXI, XXII except the Company's Accidental Death and Dismemberment Policy, XXIII, XXIV and Articles XXVI through XXIX.

Section P4.1

ARTICLE P-IV  
LEAD PERSONS

Section P4.1

There shall be a working Lead Person for each of the following groups in which four (4) or more employees covered by this Agreement are employed: (1) Building Maintenance Persons; (2) Carpenters; (3) Plant Maintenance Persons - Painters; (4) Electricians; and (5) Gardeners. Nothing herein shall preclude management supervisors from issuing instructions and/or work assignments to employees hereunder. When a working Lead Person is on vacation or leave of absence, or is absent for a full day due to illness, he or she shall be replaced by one (1) of the employees in his or her group who shall be upgraded and paid the normal wage rate for such Lead Person.

ARTICLE P-V  
SENIORITY

Section P5.1

Each of the job classifications above shall constitute a separate unit for purposes of layoff, rehiring and other provisions where Unit Seniority is applicable. It is understood that Painters and Plumbers shall be considered separate job classifications and each shall therefore constitute a separate unit for the purposes of this Section.

ARTICLE P-VI  
VACATIONS

Section P6.1

In lieu of Section 19.10, vacation periods for employees covered by Article P will be scheduled to fall within the period from January 1 through December 31. Vacation periods shall be determined and posted by December 1 of the preceding year, and shall *not be changed except by mutual consent of the Company and the local committee.* Prior to December 1 of each preceding year, the local management and local committee shall confer for the purpose of discussing vacation scheduling. Vacation preferences within the job classification to which the employees are assigned shall be given to employees on the basis of Unit Seniority. No employee covered by these agreements shall be required to give up his or her free choice of vacation (during the period as shown above) to any person not covered by these agreements.

**R. PUBLICISTS AGREEMENT  
NEW YORK**

**ARTICLE R-I  
SCOPE OF UNIT**

**Section R1.1**

The term "employee" as used in this Agreement applies to all press representatives, junior press representatives, publicity rewrite men, column planters and assistant magazine editors (hereinafter referred to as Publicists and Junior Publicists), employed by the Company in New York City, excluding supervisors. The duties of employees hereunder shall be interchangeable.

The practice of "column planting" by Company employees not covered by this Agreement shall not be increased in a degree or in a manner as to adversely affect the continued performance of this work by employees covered by this Agreement.

**ARTICLE R-II  
CLASSIFICATION AND WAGE SCALES**

**Section R2.1**

The minimum wages of employees shall be as follows:

Minimum Wage Scale (Per Week):

**Publicists**

<b><u>Years</u></b>	<b><u>8/9/03- 8/6/04</u></b>	<b><u>8/7/04- 8/5/05</u></b>	<b><u>8/6/05- 8/4/06</u></b>	<b><u>8/5/06- 3/31/07</u></b>
0-1	\$793.00	\$817.00	\$841.50	\$866.50
1-2	922.50	950.00	978.50	1,008.00
2-3	1,075.00	1,107.50	1,141.00	1,175.00
3- 4	1,147.00	1,181.50	1,217.00	1,253.50
4 & over	1,275.00	1,313.50	1,353.00	1,393.50

Section R2.1 Cont'd

Junior Publicists

<u>Years</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0-1	\$656.50	\$676.00	\$696.50	\$717.50
1-2	714.00	735.50	757.50	780.00

A Junior Publicist shall be advanced to Publicist no later than two (2) years from the date of employment as a Junior Publicist.

There may be one (1) Junior Publicist employed by the Company in the New York office, provided no Publicist in this Bargaining Unit is on layoff and has recall rights.

Section R2.2

- (a) The Company shall have the right to hire persons on a daily basis in order to cover temporary workload requirements or the absence of an employee(s) covered by this Agreement.

Employees hired on a daily basis shall be paid for each day worked a daily rate equal to one-fifth (1/5) of the applicable weekly wage scale (at any step of the escalator) which shall be the regular rate of pay for daily hire employees as of that date. Daily hires may be assigned to work at such rate any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X such persons shall receive additional compensation as provided in that Article. Any work performed by such persons in hours in excess of eight (8) hours in any day or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday) and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in quarter (1/4) hour segments. In addition, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. In no case shall overtime accrue on overtime.

Daily hires will receive Fifty-five Dollars (\$55.00) per day (increased to Sixty Dollars (\$60.00) effective the first day of the payroll period following June 1, 2006) in lieu of benefits.

(See Sideletters FD and FD-1.)

Each person hired on a daily basis who has worked eighty (80) days in a calendar year shall receive vacation pay in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

(See Sideletter FB.)

The Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Thousand Dollars (\$50,000.00) on the following basis:

- (i) A daily hire employee who works more than eighty (80) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein
- (ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.
- (iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) days within a calendar year.
- (iv) Daily hire employees who qualify for this coverage as described above in calendar year 2003, shall be eligible for the above life insurance policy effective January 1, 2004.

In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to eight (8) hours' pay.

Section R2.2(b)

- (b) The following provisions of the Master Agreement shall not apply to daily hires: Sections 3.5, 3.6 and 3.7, Articles VIII except Section 8.1 (the final sentence only), XI except Section 11.9, XII through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII through XIX, XXI, XXII except the Company's *Accidental Death and Dismemberment Policy*, XXIII, XXIV and Articles XXVI through XXIX.

ARTICLE R-III  
WORK SCHEDULE, OVERTIME AND PENALTIES

Section R3.1

In lieu of Article VIII of the Master Agreement, which shall not be applicable, the following shall apply:

The employees shall normally work the Company's regular office hours, subject to the other provisions of this Section. It is the intent of the parties that the scheduling of employees outside the normal office hours shall not be expanded beyond present practices in this respect, provided that nothing shall prohibit the Company from scheduling employees outside the regular office hours in order to provide coverage by employees of events or shows that occur outside of such regular office hours. The work week of employees shall begin at 12:01 AM Monday and end at 12:00 Midnight on Sunday. All hours worked in excess of forty (40) hours during any five (5) consecutive days in such work week (inclusive of a meal period not in excess of one (1) hour on each such day) shall be regarded as overtime and compensated as such. An employee who works on a sixth (6th) or a seventh (7th) day will be paid for at least eight (8) hours at the overtime rate.

The overtime rate per hour shall be computed by dividing the employee's regular rate of pay by forty (40) and multiplying the quotient by one and one-half (1-1/2), and overtime shall be computed in quarter (1/4) hour segments. In no case shall overtime accrue on overtime.

If, in the opinion of an employee, he or she is required to work an unreasonable amount of overtime or is given an unreasonable workload, the matter may be taken up under the grievance machinery.

ARTICLE R-IV  
HOLIDAYS

Section R4.1

The following shall be deemed to be the holidays under this provision, irrespective of the day of the week on which the holiday may fall: NEW YEAR'S DAY, MARTIN LUTHER KING, JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY (last Monday in May), JULY FOURTH, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, and an additional holiday to be designated each year by the Company, and shall be compensated for or given as time off in accordance with the provisions of Article XVIII (excluding Section 18.6) and Section R4.2 concerning holidays.

Section R4.2

An employee who is required to work on Martin Luther King, Jr. Day, July Fourth, Labor Day and the day after Thanksgiving Day, that fall on a regular workday shall receive, in lieu of the compensation formulas set forth in Sections 18.2 and 18.4 herein and in lieu of any other compensation, two (2) times the employee's straight-time rate of pay for all straight-time, and overtime hours worked.

ARTICLE R-V  
PROVISIONS OF MASTER AGREEMENT TOTALLY INAPPLICABLE

Section R5.1

The provisions of Articles VII, XI, XII, XIV and XVI are not applicable to employees hereunder.

(See Sideletters DZ, DZ-1 and DZ-2)

ARTICLE R-VI  
SENIORITY

Section R6.1

Publicists (excluding the Junior Publicist) shall constitute one (1) seniority Unit for the purposes of layoff, rehiring and other provisions where Unit Seniority is applicable. In the event of a layoff, any Junior Publicist employed in accordance with Section R2.1 shall be laid off prior to the layoff of a Publicist.



## Section R6.2

### Section R6.2

Pay Seniority determines the employee's place on the escalator and indicates his or her anniversary date for pay purposes. In determining the Pay Seniority of a new employee, the Company will consider the employee's previous experience and, upon the Union's request, will discuss his or her place on the escalator with the Union within seven (7) days after his or her employment. Employees already on the payroll may have their Pay Seniority increased by the Company after the Union is notified.

A newly hired Publicist with experience as a Publicist with any radio or television network or station, excluding a station operated by a college, university or other educational institution, shall be credited with Pay Seniority for at least fifty percent (50%) of such experience; provided, however, that in no event shall the Company be obligated to place such an employee on the top step of the appropriate escalator, and provided further that an employee with eighteen (18) months or more of such experience shall not be placed at the bottom of the escalator. The Company will advise an applicant for a Publicist position of the substance of this Paragraph at the time of his or her application and, in order to be accredited with experience hereunder, the applicant must report such experience to the Company at that time.

## ARTICLE R-VII VACATION RELIEF EMPLOYEES

### Section R7.1

The provisions of Section 3.6 of the Master Agreement as applied to employees hereunder, shall read as if modified by deleting the date "October 1st" contained therein and substituting the date "September 1st" therefor, and by deleting the date "October 31st" contained therein and substituting the date "September 30th" therefor.

## ARTICLE R-VIII TRAVEL

### Section R8.1

The Company and the Union have discussed the matter of travel and reimbursement of travel expenses for employees covered by this Agreement. The Union has stated that these employees have no complaint in reference to the current departmental policy on such matters. The Company has stated that there is no

present intent on the part of departmental management to change that policy, but if any changes are made, they will be discussed with the Union and, if an employee believes that any change unfairly deprives him or her of a condition previously enjoyed in reference to travel or reimbursement for travel expenses, such complaint will be discussed by the President of the Local Union and a representative of the Labor Relations Department and, if unresolved by them, may be submitted to arbitration.

ARTICLE R-IX  
TRANSPORTATION FOR FEMALE EMPLOYEES

Section R9.1

A female employee who is required to work at her home office later than 8:00 PM will, if requested, be furnished transportation to her home if it is within five (5) miles of her place of employment or, if her home is farther away, to the public transportation facility normally available to such employee. If, in such event, transportation to such location is not furnished by the Company, the employee will be reimbursed for any actual taxi expenses incurred by her to reach such location. This provision shall not apply to female employees whose regular shift extends beyond 8:00 PM.

ARTICLE R-X  
VACATIONS

Section R10.1

- (a) In lieu of Section 19.1 of the Master Agreement, the following shall apply to employees under this Agreement:

An employee who is on the payroll on December 25th of any year shall be entitled to vacation with pay in the succeeding year, as follows:

<u>TOTAL COMPANY SENIORITY AS OF DECEMBER 25th</u>	<u>WEEKS OF VACATION WITH PAY</u>
Less than five (5) years	Two (2) weeks
Five (5) or more years, but less than fifteen (15)	Three (3) weeks
Fifteen (15) or more years	Four (4) weeks

(See Sideletter GT.)

Section R10.1(b)

- (b) Notwithstanding the preceding subparagraph (a), employees actively employed on the Company payroll as of December 25, 2003 who have accrued vacation entitlement for 2004 vacations in an amount in excess of the schedule set forth in subparagraph (a) above shall be entitled to keep that specific greater vacation entitlement for the period of their employment but shall not be entitled to earn any greater vacation entitlement. For example, an employee who has accrued twenty (20) or more years but less than twenty-five (25) years as of December 25, 2003 shall for 2004 vacations and thereafter be entitled to five (5) weeks of vacation, but shall not be thereafter entitled to any further vacation allowance.

- (c) In lieu of Section 19.2 of the Master Agreement, the following shall apply to employees under this Agreement:

An employee on the payroll on December 25th of any year who is terminated on or after December 25th for any reason will be entitled to vacation as specified in this Article, or payment in lieu of vacation plus any holiday pay to which the employee may be entitled, except that an employee who is on the payroll on December 25th, but who has less than six (6) months of Total Company Seniority credit as of the date of termination, and who is terminated prior to April 1st of the succeeding year, shall receive one (1) week's vacation pay plus any holiday pay to which he or she may be entitled.

- (d) In lieu of Section 19.3 of the Master Agreement, the following shall apply to employees under this Agreement:

An employee who acquires five (5) years' Total Company Seniority in any year shall thereupon be entitled to a third (3rd) week's vacation with pay consecutive with his or her regular vacation in such year.

- (e) In lieu of Section 19.4 of the Master Agreement, the following shall apply to employees under this Agreement:

An employee who acquires his or her fifteenth (15) year of Total Company Seniority in any year shall thereupon be entitled to a fourth (4th) week's vacation with pay consecutive with his or her regular vacation in such year.

- (f) In lieu of Section 19.8 of the Master Agreement, the following shall apply to employees under this Agreement:

An employee engaged between December 26th of the preceding year and April 30th of the current year inclusive (excluding vacation relief employees) shall receive one (1) week's vacation with pay in such year plus such days as are due the employee by virtue of holidays. An employee who is terminated between December 26th of the preceding year and April 30th of the current year inclusive shall not be entitled to pay for any vacation unless he or she shall have been employed for at least three (3) months preceding the date of termination. An employee engaged after April 30th (excluding vacation relief employees) shall receive one (1) day's vacation with pay for each month the employee has been employed by the Company prior to the beginning of his or her vacation for that year, not to exceed five (5) workdays, plus such days as are due the employee by virtue of holidays.

- (g) In addition to the above provisions of this Section, Sections 19.7, 19.9, 19.10, 19.11, 19.12, 19.13, 19.14 and 19.15 of the Master Agreement shall apply to employees under this Agreement.

## ARTICLE R-XI

### Section R11.1

When a Publicist is assigned to attend a formal event (requiring black-tie attire) the Company will reimburse such Publicist for the cost of renting such attire, up to a maximum of One Hundred Dollars (\$100.00), in accordance with Company policy.

Section T1.1

T. RADIO PROGRAM COORDINATORS AGREEMENT  
LOS ANGELES

ARTICLE T-I  
SCOPE OF UNIT

Section T1.1

The term "employee" as used in this Agreement means anyone employed by the Company to render services in Los Angeles as a Radio Program Coordinator of radio programs, excluding department heads or other supervisory employees with authority to hire and fire employees included within the scope of the Agreement or effectively to recommend such action.

(See Sidelenter BL.)

ARTICLE T-II  
DUTIES

Section T2.1

The duties of employees hereunder shall involve services in connection with "telephone talk" programs produced by the Company for local KABC and/or KLOS Radio when such programs are originated within the Los Angeles area and include: (i) the "screening," pursuant to standards established by the Company, of listener telephone calls prior to the callers' participation in on-the-air programming and; (ii) assisting the on-the-air talent in research in connection with such programs, in the scheduling of guests for such programs, and in adhering to the program log during the broadcast of such programs; (iii) in addition, employees hereunder may be called upon, without additional compensation, to maintain the program log on any programs originated over the facilities of KABC and/or KLOS Radio, and/or; (iv) to perform other functions reasonably related to (i) and (ii) above, excluding those functions covered by Section 3.2 below. Further, employees hereunder may tear and otherwise handle wire copy to be used in connection with the radio programs described above.

**ARTICLE T-III  
CLASSIFICATION AND WAGE SCALES**

## Section T3.1

## Minimum Wage Scale (Per Week):

<u>Years</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
<u>Regular Weekly</u>				
0-1	\$565.00	\$582.00	\$599.50	\$617.50
Over 1	745.50	768.00	791.00	814.50
<u>Daily</u>				
	148.90	153.40	158.00	162.70

## Section T3.2

When an employee hereunder is required to perform production duties which are not covered by the provisions of Section T2.1 hereof, such employee may be required to perform such duties without any such additional compensation.

## Section T3.3

In the event the Company elects to assign the duties of Radio Program Coordinator Supervisor to a member of the Unit, such employee shall receive a rate of pay fifteen percent (15%) above the applicable "Over 1 Year" rate due regular weekly employees hereunder. Nothing herein shall preclude the assignment of a Supervising Radio Program Coordinator to any of the duties set forth in Section T2.1 hereof.

(See Sideletter BL.)

**ARTICLE T-IV  
WORK SCHEDULE, OVERTIME AND PENALTIES**

## Section T4.1

The workday and workweek applicable to employees hereunder shall be set forth in Article VIII of the Master Agreement except that regular weekly employees

#### Section T4.1 Cont'd

hereunder shall be paid a penalty equal to one-half (1/2) their regular rate of pay for hours worked on "board assignments" in excess of five (5) hours on any tour of duty, provided, however, that in no event shall said penalty be paid for hours worked on "board assignments" where the employee is replacing another employee on the first (1st) day of illness.

### ARTICLE T-V MEAL PERIODS

#### Section T5.1

With the concurrence of the individual employee involved, the Company may assign last-hour meals.

### ARTICLE T-VI WORK SCHEDULE FOR DAILY EMPLOYEES

#### Section T6.1

- (a) The Company may employ persons on a daily basis. In addition, the Company may hire persons on a daily basis to work a minimum of four (4) hours on any day, at a rate of pay equal to one eighth (1/8) the regular daily rate set forth in Section T3.1 above for each hour worked, which shall be the regular pay rate for such person. In the event such person is required to work in excess of six (6) hours, he or she shall be compensated for a minimum of eight (8) hours.
- (b) No regular weekly employee actively employed as of September 26, 2003 shall be laid off during the term of the 2003-2007 Master Agreement as a direct result of the Company's utilization of daily employees. This restriction on layoff shall not apply to layoffs caused by changes in station(s) format, sale of a station(s) or other major operational change of a similar magnitude. Nothing herein shall be deemed to amend, modify or alter the parties' respective rights set forth in Sections T1.1 or T2.1
- (c) Daily employees shall not be regular employees and will not acquire nor accrue any seniority except that if a daily employee becomes a regular employee then the employee's seniority at the time he or she becomes regular shall be expressed in weeks and will be equal to the number of straight-time hours worked for the Company as a daily employee divided by forty (40).
- (d) Employees hired on a daily basis who work on one (1) of the following holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
July Fourth  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

shall be compensated for work on such holidays at one and one-half (1-1/2) times the employee's straight-time rate of pay, computed on the basis of quarter (1/4) hour segments, and at two (2) times the straight-time rate of pay computed on the basis of quarter (1/4) hour segments, for over eight (8) hours on a holiday.

- (e) In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay if the engagement was for an eight (8) hour call, or longer, or two (2) hours' pay if the engagement was for a four (4) hour call. If the engagement is canceled after 5:00 PM of the day preceding the assignment, said person shall be paid a sum equal to four (4) or eight (8) hours' pay, whichever is applicable.
- (f) Employees hired on a daily basis who work in excess of eight (8) hours in any one (1) day (including not more than one (1) hour for the first (1st) meal period), or who work in excess of forty (40) hours during a regular work week, shall be compensated for such excess at one and one-half (1-1/2) times the employee's straight-time rate of pay, computed on the basis of quarter (1/4) hour segments. In no case shall overtime accrue on overtime.

(See Sideletters FD and FD-1.)

#### ARTICLE T-VII

[Deleted.]



Section X1.1

**X. WABC-AM TALENT/TELEPHONE/COORDINATOR AGREEMENT  
NEW YORK**

**ARTICLE X-1  
SCOPE OF UNIT**

**Section X1.1**

The bargaining unit shall consist of all full-time and regular part-time talent/telephone coordinators employed by WABC-AM at its facility located at 2 Penn Plaza, New York, New York, but excluding all other employees, guards, professional employees and supervisors as defined by the Act.

It is understood and agreed that this Agreement only covers work performed in the permanent studios of WABC-AM. In the event that the Company assigns a talent/telephone coordinator to work outside of the permanent studios of WABC-AM, his or her terms and conditions of employment shall be governed by this Agreement.

In the event of a relocation of the permanent studios of WABC-AM, this Agreement shall only remain in effect if the studios remain in the New York total survey area as defined by the Arbitron Rating Service at the time of the execution of this Agreement.

(See Sideletter DH.)

**ARTICLE X-II  
GENERAL ARTICLES**

**Section X2.1**

The following provisions of the General Articles of the NABET-CWA-ABC Master Agreement shall be applicable to talent/telephone coordinators employed by WABC-AM who are covered by this Agreement:

Article I

Article II

Article III (except for Sections 3.5 and 3.6)

Article IV

Article V

Article VI (ending at heretofore)

Article VII (except for Sections 7.1, 7.3, 7.10 and 7.11)

Article X

Article XI  
Article XII - Section 12.1(a) only  
Article XIII  
Article XIV  
Article XV  
Article XVI  
Article XVII  
Article XVIII  
Article XIX  
Article XX  
Article XXI  
Article XXII  
Article XXIII  
Article XXIV  
Article XXV  
Article XXVI  
Article XXVII  
Article XXVIII  
Article XXIX  
Article XXX

**ARTICLE X-III  
DUTIES**

**Section X3.1**

*It is specifically understood that this Agreement shall only be applicable to WABC-AM so long as it maintains its present format. In the event that the station adopts a mixed format, this Agreement shall only be applicable to those programs that utilize listener phone calls as the major element of the program.*

*Duties of employees covered by this Agreement shall be:*

- (a) Screening listener calls, pursuant to standards established by the Company during local radio programs to which they are assigned.*
- (b) Scheduling or booking guests.*

*Employees covered by this Agreement may also be required to perform any of the below-listed duties on a non-exclusive basis:*

- (c) the coordination of remote site and/or in-studio programming in connection with telephone talk programs for local WABC-AM radio;*

### Section X3.1 Cont'd

- (d) perform research;
- (e) prepare non-news material;
- (f) perform other reasonably related duties as assigned, including but not limited to network radio programs which originate from the studios of WABC-AM.

Notwithstanding any other provisions of this Agreement or the Master Agreement, persons outside of the bargaining unit may perform the duties listed in Paragraphs (c), (d), (e) and (f) above.

### Section X3.2

Except as provided for in Sections X3.3, X3.4 or X3.5, any person employed by the Company for the purpose of performing the duties in Section X3.1(a) and/or (b) above shall be considered an employee covered by the terms and conditions of this Agreement.

### Section X3.3

Notwithstanding any other provisions of this Agreement or the Master Agreement including specifically Sections X3.1(a) and (b) and X3.2 above, a person employed by the Company on a full-time basis and not covered by this Agreement may perform the duties listed in Sections X3.1(a) and (b) above to a degree not to exceed twenty percent (20%) of their regular workweek and up to one hundred percent (100%) of any workweeks, as necessary to cover vacation, holidays, sick leave or other absences of talent/telephone coordinators, without in any way being covered by or subject to this Agreement. This shall not prevent the Company from utilizing interns as heretofore.

The intent of this Section is to permit flexibility, but not to allow a person employed on a full-time basis and not covered by this Agreement to perform the duties listed in Sections X3.1(a) and (b) above on a regular recurring basis.

The parties recognize that on occasion because of unusual operating circumstances, employees not covered by this Agreement may exceed the twenty percent (20%) limitation on others screening phone calls and booking or scheduling guests. The parties further recognize that this will be the unusual situation and not the norm.

It is understood and agreed that NABET-CWA makes no jurisdictional claim, or any other claim pursuant to this Agreement, on the non-bargaining unit work performed by persons outside of the collective bargaining agreement because of the fact that they may perform some bargaining work pursuant to this Section.

This Section X3.3 does not apply to non-bargaining unit part-time employees.

Section X3.4

Notwithstanding any other provision of this Agreement or the Master Agreement including specifically Sections X3.1 and X3.2 above, Producers may perform the duties listed in Section 3.1(b) above for those programs which they are assigned to produce.

Section X3.5

Notwithstanding any other provisions of this Agreement or the Master Agreement, including specifically Sections X3.1(a) and (b) and X3.2, on-air talent of a regularly scheduled program may perform the duties listed in Section X3.1(a) and (b) above, in connection with his or her scheduled program.

ARTICLE X-IV  
EMPLOYMENT

Section X4.1

All regular full-time talent/telephone coordinators shall be temporary employees for a period of three (3) months from the date of their employment with the Company and shall thereafter be regular employees. Temporary employees may be discharged or laid off in the sole discretion of the Company.

Section X4.2

Notwithstanding the provisions of Section 4.1 above, a full-time vacation relief talent/telephone coordinator hired between March 1st and October 1st of any year shall be considered a temporary employee even though his or her period of employment extends beyond six (6) months, provided, however, that the employee shall become a regular employee if retained after October 31st of the year in question, or upon obtaining six (6) months' continuous service, whichever is the later.

Section X5.1

ARTICLE X-V  
WORK SCHEDULE, OVERTIME AND PENALTIES

Section X5.1

Article VIII of the NABET-CWA-ABC Master Agreement shall be applicable to all regular full-time talent/telephone coordinators with the following exceptions:

- (a) The Company shall not be required to pay any penalties pursuant to Article VIII, Sections 8.6(b) and (c)(i) or any additional compensation (other than compensation for the time worked) to any full-time talent/telephone coordinator who is subject to a change in his or her schedule as the result of:
  - (1) the unavailability, for any reason, of a full-time or part-time talent/telephone coordinator who was previously scheduled to work; or
  - (2) an act of God.
- (b) The first paragraph of Section 8.6(c) shall be modified as follows:
  - (1) Daily Schedule Changes - Notice of daily schedule changes affecting starting time shall be given no later than 5:00 P.M. of the day prior to the day in question subject to the provisions of Paragraph 1. If schedule changes are desired thereafter, such changes can only be made by adding work time to the previously scheduled hours at overtime rates as specified in Section 8.5.

Section X5.2

The following sections of Article VIII of the NABET-CWA-ABC Master Agreement shall be applicable to part-time talent/telephone coordinators: Sections 8.3, 8.4, 8.8 and 8.10. Furthermore, the following provisions shall be applicable to part-time talent/telephone coordinators:

- (1) A tour of duty starting any day and continuing in the following day shall be considered as one (1) tour of duty and attributed to the first (1st) day.
- (2) The Company shall post a weekly schedule for the nine (9) day period commencing at 12:01 A.M. Saturday for part-time talent/telephone coordinators by no later than 5:00 P.M. on the Thursday prior to the Saturday which begins the workweek. This schedule may thereafter be changed by notifying the

part-time talent/telephone coordinator. However, in the event that a part-time talent/telephone coordinator's tour of duty is canceled with less than twenty-four (24) hours of notice for reasons other than an act of God, the employee will receive a penalty of Fifteen Dollars (\$15.00).

## ARTICLE X-VI PART-TIME EMPLOYEES

### Section X6.1

The Company may employ part-time talent/telephone coordinators at the applicable hourly rate contained in the collective bargaining agreement. Part-time talent/telephone coordinators employed by WABC-AM may be assigned to perform any and all "engineering functions" as may be assigned to full-time employees hereunder. Part-time talent/telephone coordinators assigned to screen calls on an air show shall be provided with adequate time prior to the start of such show and subsequent to the end of such show in order to perform all assigned tasks.

The minimum call for part-time talent/telephone coordinators shall be three (3) hours per day. This shall be applicable only where the show to which such part-time talent/telephone coordinator is assigned is less than three (3) hours.

All part-time talent/telephone coordinators shall be temporary employees and may be discharged or laid off in the sole discretion of the Company.

The following provisions of the Master Agreement otherwise applicable to talent/telephone coordinators shall not be applicable to part-time employees:

Sections 3.7, 8.1, 8.2, 8.5, 8.6, 8.7 and 8.9

Article XI

Article XIII

Article XIV

Article XV

Article XVIII

Article XIX

Article XXII except the Company's Accidental Death and Dismemberment Policy

Article XXIII

Article XXVI

Article XXVII

Article XXVIII

Article XXIX

Section X6.1 Cont'd

Any part-time talent/telephone coordinator who is engaged as a regular full-time talent/telephone coordinator shall receive seniority credit for the number of hours that such person was employed as a part-time talent/telephone coordinator.

Employees hired on a part-time basis who work on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving and Christmas Day shall be compensated for work on such holidays at one and one-half (1-1/2) times the employee's straight time rate of pay, computed on the basis of quarter (1/4) hour segments and at two (2) times the straight time rate of pay computed on the basis of quarter (1/4) hour segments for work in excess of eight (8) hours on a holiday. This will be in addition to any payments or penalties to which the employee is entitled.

(See Sideletter DG.)

ARTICLE X-VII

[Deleted.]

ARTICLE X-VIII  
MEAL PERIOD

Section X8.1

All regular full-time talent/telephone coordinators and any part-time talent/telephone coordinators who are scheduled to work seven (7) or more hours in any day shall be entitled to receive a one (1) hour paid meal period as part of their eight (8) hour day. The Company shall attempt to provide the employee with this meal period as near to the middle of the employee's shift as possible but, in the event that it is unable to do so, this shall not be deemed to be a violation of this Agreement and therefore this matter shall not be subject to the grievance and arbitration procedure. In the event, however, that a talent/telephone coordinator completes his or her eight (8) hour or longer workday and has not received a one (1) hour meal period, he or she shall be entitled to receive a penalty equal to one (1) hour of salary at his or her regular rate of pay.

During each workday that an employee works ten (10) or more hours, the Company shall pay the employee Five Dollars, Fifty Cents (\$5.50) to reimburse the employee for added expenses in addition to any overtime pay.

Section X9.1

ARTICLE X-IX  
PERFORMANCE OF TECHNICAL DUTIES

Section X9.1

To the extent permitted by the terms of Sideletter CA, full-time employees covered hereunder may be assigned to perform technical duties in accordance with the provisions of Sideletter CA.

ARTICLE X-X  
TRAINING

Section X10.1

An employee who is assigned to a job in the bargaining unit in which he or she has no recent experience will be given an adequate opportunity to adjust to his or her new duties and will receive individual training, if necessary. In no event will this period of adjustment or individual training exceed one (1) day. However, the Company in its sole discretion may elect to extend the period of adjustment or training.

ARTICLE X-XI  
WAGE SCALE

Section X11.1

The minimum salary payable to employees covered by this Agreement shall be as follows:

<u>Years</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0-1	\$501.50	\$516.50	\$532.00	\$548.00
1-2	641.50	660.50	680.50	701.00
2-3	682.50	703.00	724.00	745.50
3-4	701.00	722.00	743.50	766.00
4 & Over	772.50	795.50	819.50	844.00
Part-time/hour	15.68	16.15	16.63	17.13

\* \* \* \* \*



**Seals**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the twenty-sixth day of September 2003.

ABC, INC.

By /s/ Jeffrey Ruthizer

Jeffrey Ruthizer  
Senior Vice President, Labor Relations

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC

By /s/ John S. Clark

John S. Clark  
Sector President

STATEMENT OF INTERPRETATION  
NABET-CWA-ABC MASTER AGREEMENT  
GENERAL SECTIONS

GENERAL NOTE: Sections which are not referred to in this Statement of Interpretation shall be deemed to be self-explanatory.

ARTICLE X

In accordance with interpretation of the Fair Labor Standards Act by the Wage and Hour Division, the provisions of Section 10.1 relating to the payment of a twenty-two and one-half percent (22 1/2%) night shift differential shall be construed to require only that the fifteen percent (15%) night shift differential shall be included in the regular rate in computing overtime for work in excess of forty (40) hours per week, as required by that Act, and not to require that the twenty-two and one-half percent (22 1/2%) differential be paid unless required by the Act.

The parties agree that the prevailing practices with respect to the payment of overtime in work weeks which include night differential payments is in conformance both to the Statement of Interpretation and to the Fair Labor Standards Act.

ARTICLE XII - UPGRADING

[Deleted.]

(See Sideletter GU.)

CHICAGO AND LOS ANGELES NEWSWRITERS AGREEMENTS

This will confirm that it is not the intention of Sections K2.3 of the Chicago Newswriters Agreement or O2.2 of the Los Angeles Newswriters Agreement that supervisory personnel be permitted to perform writing services, as opposed to desk functions, other than as permitted under specific circumstances in Sections K1.1 and O1.2, K3.11(e), O3.11(e) and Sideletter CX.

ABC, INC.

By /s/ Jeffrey Ruthizer

Jeffrey Ruthizer  
Senior Vice President, Labor Relations

**Statement of Interpretation Cont'd**

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC**

**By /s/ John S. Clark**

**John S. Clark  
Sector President**

Stipulation (1)

STIPULATION OF AGREEMENT between ABC, Inc., a wholly owned subsidiary of Disney Enterprises, Inc., a wholly owned subsidiary of the Walt Disney Company, Inc. (only as the owner of those television and radio stations, television and radio network facilities, and other entities and operations, which were covered by the 1981-1985 NABET-ABC Master Agreement and which formerly were included within the "American Broadcasting Company, a division of American Broadcasting Companies, Inc.", which stations, facilities, entities, and operations continue to be owned, directly or indirectly, by ABC, Inc. or by a subsidiary or division thereof, and which stations, facilities, entities, and operations shall hereinafter be called the "Company"), and the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communication Workers of America, AFL-CIO, CLC(hereinafter referred to as "NABET-CWA") which, with respect to the matters specifically dealt with herein, shall supplement the Master Agreement between the parties dated September 27, 2003.

The parties herein agree as follows:

(1) Licenses and Certificates

The Company will make all reasonable efforts to assist an employee in the acquisition or renewal of those City, County, State or Federal licenses or certificates which are required by law to be held by an employee in order for him or her to perform his or her assigned duties covered by the terms of this Agreement. The Company will reimburse the employee for the fees charged by the City, County, State or Federal governments incidental to applying for or renewing said licenses or certificates, but this provision shall not be deemed to include driver licenses and automobile registrations except for special chauffeur licenses when such licenses are required for the performance of duties assigned by the Company.

(2) TD Assigning Self as LDE

This will confirm that the Company has advised NABET-CWA that the Company does not intend for a Technical Director to assign him or herself as a Light Direction Engineer as a general practice. This shall not be construed to mean that the Company intends to assign a Light Direction Engineer in any case where the Company feels that the services of a Light Direction Engineer are not needed.

(3) Extra Holiday Payback Day Off

In connection with Section 18.4 of the NABET-CWA-ABC Master Agreement providing for the extra holiday payback day off to be consecutive with the employee's regular days off, the regular two (2) consecutive days off in each week provided for under Section 8.2 of the NABET-CWA-ABC Master Agreement may

Stipulation (3) Cont'd

be any two (2) consecutive days off designated by the Company in any week, and may be changed regardless of the Company's reasons therefore.

(4) [Deleted.]

(5) Last Hour Lunches - New York

All last hour lunches will be granted on a five (5) day across-the-board basis. Upon receipt of a request for a last hour lunch, the Company will advise the employee when it is possible to grant his or her request. Once a last hour lunch is granted, it shall be irrevocable for the ensuing week. Should it become necessary to discontinue the last hour lunch, the employee shall be notified no later than the posting of the next weekly schedule.

(6) Rotating Watch - New York Television Master Control

In the New York Television Master Control a rotating watch shall remain in effect wherein the employees (exclusive of the Group 7) shall work a shift as scheduled for a period of four (4) weeks, at which time they rotate to the next consecutive shift. As each employee works through the schedule of six (6) shifts, he or she will be scheduled on shift number two (2) with Saturday, Sunday and Monday off for the first (1st) week of the shift. During the last three (3) weeks the employee will have Sunday and Monday as regular days off. From January 1 through June 30, Monday may be designated as a holiday payback day as required. From July 1 through December 31 this Monday will be designated as an extra day off. The Company may utilize this day in the event of illness without incurring penalties or overtime; however, an employee cannot be recalled in the event illness extends beyond the second (2nd) day.

(7) Cueing Devices

The operation of the controller of prompting devices (which includes Auto-Q and Teleprompter) may be performed by persons not covered by the Agreement, at the Company's discretion, whether or not the prompting device is affixed to the camera. The "operation of the controller" shall include making changes. Where the prompting device is affixed to the camera, NABET-CWA-represented personnel will affix and remove such device.

(8) Working Rules - Technical Directors

- (a) The Technical Director shall receive a program script and have access to floor plans as soon as they are available together with essential information relative to lighting requirements. The Technical Director shall also be furnished with a copy of the studio floor plan.

Stipulation (8)(b)

- (b) The Technical Director shall attend dry rehearsal and/or program consultation where in the opinion of the Engineering Department this is necessary. Careful consideration shall be given to the recommendation of the Technical Director.
- (c) When a rehearsed program is on the air the Technical Director or the Technical Director's designee within the bargaining unit is the only person authorized to give instructions to the operators of technical equipment. Where mutually agreed between the Program Director and the Technical Director the instructions to the operators of technical equipment shall be given through the Technical Director during dress rehearsal.
- (d) During all rehearsals and during broadcasts of unrehearsed programs the Program Director shall have the widest possible latitude consistent with the provisions of the NABET-CWA-ABC Agreement in creating the program and the Program Director, or in the Program Director's absence his or her designee, shall have the right to issue production directions, as distinguished from technical directions, to the operators of technical equipment. The Technical Director shall continue to issue such technical instructions as are necessary in his or her judgment.
- (e)
  - 1. Network Technical Directors (other than those assigned to ENG or EFP) are classified as Group 8.
  - 2. Network Technical Directors need not be assigned in any of the following circumstances:
    - (a) Whenever a Light Direction Engineer who is compensated at the Group 7 rate is on duty;
    - (b) To the "Sports Complex" in New York to perform the duties that the Arbitrator in AN 91-8 required a Technical Director to perform. Such Technical Directors will continue to be classified as Group 7, and will not be incorporated into the "T.D. Seniority List" referred to in AN 72-80. These Technical Directors will be included in a separate "T.D. Seniority List" similar to the list referred to in AN 72-80;

Stipulation (8)(e)(2)(c)

- (c) To "park and power" a Company production mobile unit under the following conditions:
  - (i) If the Company is going to "park and power" the vehicle, the maintenance engineer who is regularly assigned to the unit in question will be assigned;
  - (ii) Similarly, if the vehicle was previously parked at the location where the pickup is going to be made, the maintenance engineer will be assigned as described above when it is "powered";
  - (iii) However, if the Company is going to "park" the vehicle, but not "power" it until a later time, the assignment of the driver is sufficient if he has previously been assigned to a pickup at that remote site and the location of the mobile unit is substantially the same as it was on that previous pickup; provided that, in any case where two (2) or more production mobile units are going to be used at the pickup, the Technical Director shall be assigned to "park and power" the mobile unit.
- (d) To any survey unless, at the discretion of the Company, the TD's presence at the survey is desired.

- 3. Notwithstanding any practice or provision to the contrary in Article IV or Stipulation 8, nothing shall preclude members of the Technical Director's crew from working during set up or knock down on remotes or in the studio or during any meal periods, when the Technical Director is not present.

During such meal period, or when a Technical Director is not assigned to the set up or the knock down, another member of the crew shall be upgraded to Group 8. Other upgrades in the Technical Director's absence shall be at the Company's discretion.

Stipulation (8)(f)1

- (f)
1. Owned Television Station Technical Directors (other than those assigned to ENG or EFP) are classified Group 8.
  2. The Company shall have the right to schedule any Owned Television Station Technical Director(s) to a last-hour meal period, notwithstanding the provisions of Section A8.2(a).
  3. Nothing shall preclude the members of an Owned Station Technical Director's crew from working during the Technical Director's meal period. During such meal period, another member of the crew shall be upgraded to Group 7.
  4. The appropriate provisions of paragraphs 2 and 3 of Stipulation 8(e) shall be applicable at Owned Television Stations.
  5. *The Award in AS 84-34 shall be null and void.*
  6. All claims that have been made, or could be made, concerning the claimed assumption of additional duties by Technical Directors as a result of the discontinuance of the Company's assignment of certain DGA-represented personnel merged into the re-classification to Group 8 that will take place by virtue of the reclassification set forth herein. Any fees, upgrades, or any other monies that the Company has agreed to pay at a Station to settle any such claim, are credited against the differential between Group 7 and Group 8 pay. Consequently, any grievances on the foregoing subject that are presently outstanding, but are unresolved, are withdrawn with prejudice.
  7. Should the Company employ a Program Director or AD who in addition to performing directorial duties, will also switch the program using computer equipment covered by Sideletter DK or CX, such as but not limited to Parkervision, the Company shall not be obligated to assign a Technical Director to such program, including set up or knock down for such program. In such circumstances, no provision of the Master Agreement shall be construed to: (1) prevent the Director or AD, or producer, from communicating directly with the technical crew or giving work instructions; or (2) require the assignment or upgrade of any other individual to a Technical Director position for the duration of the assignment or program.



Stipulation (8)(g)

- (g) A rehearsed program for the purposes of this Agreement shall be a program for which the on-camera rehearsal time exceeds:

<u>Length of Program</u>	<u>Camera Time</u>
15 Minutes or Less	45 Minutes
16 to 30 Minutes	1 1/2 Hours
31 to 45 Minutes	2 1/4 Hours
46 to 60 Minutes	3 Hours

The above shall not apply to sports, special events and other programs which are not conceived, or staged, or the action in which is not planned or directed by the Company. All such programs are unrehearsed programs regardless of the amount of camera time used.

For programs of longer duration the on-camera rehearsal time in the above table shall be proportionately increased.

The Company shall designate on the program schedule the classification into which each program falls. Programs having special characteristics affecting their classification under the foregoing shall be the subject of discussion between the Union and the Company in each case.

Commercial segments of programs shall be handled in the Control Room in the same manner as the rest of the programs unless they originate in another studio in which case, if they have any rehearsal whatever, they shall be considered as rehearsed segments.

On-camera rehearsal time for commercial segments of programs shall not be considered in applying the above table.

- (h) The Company shall identify the Program Director who is responsible for each program or part thereof. There shall be only one (1) Program Director functioning as such at any time.
- (i) In the event the Program Director departs from the script as finally rehearsed the Program Director shall assume all responsibility for any errors or deficiencies in the performance of the technical crew's duties which are directly attributable to such departure.

- (j) The basic lighting requirements shall, in all cases, be observed. In the event the Technical Director or the Light Direction Engineer believes the lighting to be technically unsatisfactory and so advises the Program Director, giving his or her recommendations for its improvement, the Program Director will be responsible for the technical quality due to lighting if the Program Director does not accept such recommendation.

(See Sideletter BD.)

(9) [Deleted.]

(10) Section F2.2 - San Francisco Newswriters-Producers Agreement

In connection with the reference in Section F2.2 of the San Francisco Newswriters-Producers Agreement to "programs which are produced by a third party, as distinguished from the Company," it is mutually agreed that no Newswriter-Producer need be assigned to the program where such third-party producer is:

1. an advertising agency or sponsor; or,
2. an individual or corporation with an established reputation as an independent package producer.

(11) [Deleted.]

(12) Jury Duty

A regular employee who is required by law to serve as a juror and who presents satisfactory written evidence of a notice for jury duty, will be given the necessary time off, with pay, from his or her regular schedule for the period during which the employee serves as a juror. Should the employee's required jury service go beyond a reasonable period of time (i.e., more than four (4) weeks), payment of full salary to the employee is subject to review. Such employee is expected to report to work on any day his or her jury duty hours reasonably permit.

Stimulation (12) Cont'd

Upon the request of an employee who is required to serve on jury duty, the Company will change his or her days off to Saturday and Sunday during the weeks which include the jury duty service if such request is made in time for the Company to change days off without penalties or premium payments. If the Company has changed an employee's days off pursuant to the foregoing sentence and, for the week following the employee's jury service, wishes to change the employee's days off back to other than Saturday and Sunday, such change may be made without incurring any penalties or premium payments to the aforementioned employee.

It shall be the employee's obligation to notify the Company of his or her requirement to serve on jury duty immediately upon the receipt of the notice to appear for such service.

(13)

[Deleted.]

(14)

[Deleted.]

(15) Layoffs - Severance

All future layoffs in which severance is applicable shall be treated in the following manner:

1. In the event an employee is laid off and has accepted severance pay, and is subsequently recalled, the employee will retain the full amount of his or her severance pay upon recall and any severance pay to which the employee may be entitled thereafter shall accrue only from the date of his or her last recall, plus any portion of a year for which no severance pay has previously been received.
2. If an employee declines downgrading to a lower pay classification, the employee will be required to acknowledge such action in writing at the time of layoff and his or her acceptance of severance pay will preclude the employee returning to the declined pay classification during a period equal to the number of weeks of paid severance.
3. In the event that an employee accepts downgrading and a reduction in rate as an alternative to layoff, and is subsequently laid off before the employee has completed twelve (12) months in the lower classification, the employee shall be given any severance pay to which he or she is entitled on the basis of the employee's effective rate just prior to the downgrading. In all other cases, severance pay shall be

based on the employee's effective rate at the time of layoff.

(16)

Notwithstanding any provision of Section A2.2(d), persons not covered by the Engineering Agreement may feed information and/or instructions, the purpose of which is to control any operation to which a Technical Director would otherwise be assigned, into a computer as described in Section A2.2(d) by using input devices located and operated either in technical or non-technical areas at any time prior to broadcast.

If the Company elects to "break" such computer by placing the information or instructions to such computer on a magnetic tape, punch tape or similar device for insertion into the computer instead of feeding such information or instructions to such computer directly through a keyboard or similar input device, then the preceding paragraph shall not be applicable. In such case, however, Section A2.2(d) will not prevent persons not covered by the Engineering Agreement from physically preparing the punch tape, magnetic tape or similar device for use by a Technical Director covered by this Agreement to feed information and instructions into the computer.

Where a "back-up" tape is prepared for use in case the computer fails to operate properly on direct input, this shall not be deemed to be an election to break such computer, but if such back-up tape must be used to feed the instructions or information which runs the computer, a Technical Director covered by the Engineering Agreement will feed or insert such tape into the computer.

When a process control computer is taken out of service for maintenance and is subsequently put back in service, the engineering employee who updates such computer shall be a Group 7 employee, or an employee temporarily upgraded to Group 7 on the day(s) such updating is performed.

(17)

(See Section A2.2(e) and Sideletter BB.)

(18)

(See Section A2.2(e) and Sideletter BB.)

(19)

This Stipulation (19) shall be applicable only to employees covered by the Engineering Agreement in New York and Los Angeles:

Stipulation (19)1

1. In each calendar year, the Company shall have the right to extend the employment of a number of vacation relief employees beyond the date when they otherwise would have achieved regular status under Section 3.6 for periods not to extend beyond the last Friday of December of such year without such employees' achieving regular status pursuant to such Section 3.6. The number of employees so extended at any such office shall not exceed thirty percent (30%) of the largest number of vacation relief employees hired at any time during that particular year in that office. The period of such extended service will not be included in seniority computation for purposes of Section 3.7 of the Master Agreement or the "Miller Sideletter", but it will be included for purposes of Pay Seniority and Company Seniority and will be included in Adjusted Unit Seniority as to any employee who may, on the basis of some subsequent period of employment, achieve regular status.
2. Article XIX shall not apply to a vacation relief employee whose service is extended pursuant to this Stipulation (19) unless he or she is retained beyond the last Friday of December. However, a vacation relief employee whose service is extended pursuant to this Stipulation (19) will be entitled at the conclusion of such extended period of employment to vacation pay of one (1) day per month of the employee's total continuous service during the calendar year in which such service began, not to exceed five (5) days' pay, plus one (1) day's pay for each of the following days which fell within the employee's period of employment: July Fourth, Labor Day, Election Day and the Day After Thanksgiving.
3. The Company will make pension contributions on behalf of any vacation relief employee whose service is extended pursuant to this Stipulation (19) for any period of continuous service in excess of three (3) months during that calendar year, provided, however, that such contributions shall in any event be made for the period of the employee's extended service beyond October 31st.
4. Any vacation relief employee, employed in a classification which has a wage escalator, whose service is extended pursuant to this Stipulation (19) and who is reengaged in the subsequent calendar year, shall, upon such reengagement, be paid at the step on such escalator which is next above that at which the employee was paid during his or her last period of service.

5. Any vacation relief employee whose service is to be extended pursuant to this Stipulation (19) will be notified no later than October 15th and the Local Union President will be notified simultaneously. The notice will include the Company's best estimate, based on the information available at that time, of the duration of the period of extended service, it being understood that such notice does not constitute a commitment to employment for such period.
6.
  - (a) Any vacation relief employee whose service is extended for the first (1st) time pursuant to this Stipulation (19) who is not employed in the subsequent calendar year for a period of at least three (3) months (unless the failure to be employed for such minimum period is the result of the unavailability or resignation of the individual employee) shall receive one (1) week's severance pay no later than October 1 of such subsequent year by check payable to the employee but delivered to the Union.
  - (b) A vacation relief employee whose service has been extended pursuant to this Stipulation (19) in two (2) consecutive calendar years shall be placed on a "vacation relief list" at the office where the employee performed such extended service and shall be entitled to be recalled in subsequent calendar years for vacation relief employment at that office, subject to the following:
    - (i) such entitlement will be subordinate to any recall rights of regular employees on layoff at such office;
    - (ii) the starting date for vacation relief employment in such subsequent calendar years shall be determined by the Company, and where the number of persons on the "vacation relief list" exceeds the number of vacation relief vacancies in the year in question, the Company shall have the right to select which of the employees will be offered the available positions. When vacation relief openings arise in any operating group, persons on the "vacation relief list" whose last assignment in the prior year was in the same operating group will be given preference to fill such openings as against people who are not on the "vacation relief list", but only within that same operating group. Vacation relief employees not on the "vacation relief list" can perform

Stipulation (6)(b)(ii) Cont'd

work only in the operating group in which they are engaged in any year until all those on the "vacation relief list" are offered employment in that year. In any year in which people who are not on the "vacation relief list" are hired before all those on the "vacation relief list" are offered employment, it is understood that all those on the "vacation relief list" shall be recalled by the first (1st) Saturday following Memorial Day in such year;

- (iii) if, in any calendar year, the Company wishes to extend the service of any vacation relief employees within any operating group, the preference shall be given to employees on the "vacation relief list" whose primary assignment during the vacation relief season that year was in that operating group, it being understood that if there are more such employees than the number which the Company wishes to extend, the Company shall determine which employees will be extended. Employees not on the "vacation relief list" who are extended in any operating group can perform work outside such operating group only so long as all "vacation relief list" employees are retained;
- (iv) notwithstanding Sections 3.6 and 3.7 of the Master Agreement, the employment and any extensions thereof of persons who are placed on the "vacation relief list" as vacation relief employees in succeeding calendar years shall not result in such employees' achieving regular status under the Agreement;
- (v) the entitlement of a person on the "vacation relief list" to be recalled for vacation relief employment shall be terminated if such person (a) has not been recalled for two (2) consecutive calendar years, (b) declines an offer of a vacation relief position, (c) declines an extension of vacation relief employment or (d) cannot be located by the Company after a reasonable effort to do so;

- (vi) if the Company wishes to discharge or suspend a person on the "vacation relief list" at a time when such person is employed in a vacation relief position, such disciplinary action by the Company shall be subject to the provisions of Article XIV.

7. Upon written notice to the Company at any time prior to April 1st of any year, the Union shall have the right to elect to have this Stipulation (19) apply, commencing such year, to employees covered by the Engineering Agreement in any office of the Company as set forth in Section 11.4 of the Master Agreement to which it did not previously apply, but such application cannot thereafter be terminated except by mutual agreement between the parties. If the Union elects to have this Stipulation (19) apply in any such office of the Company and if the employment of any vacation relief employee is extended pursuant to this Stipulation (19) in such office, then for each employee so extended, the Company will assign at least twenty-five (25) man days of network remote assignments (excluding ENG assignments) to regular employees at that office during the twelve (12) month period commencing November 1st of the year in which such extension takes place.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC

By /s/ John S. Clark

John S. Clark  
Sector President

ABC, INC.

By /s/ Jeffrey Ruthizer

Jeffrey Ruthizer  
Senior Vice President, Labor Relations



Sideletter AA

SIDELETTERS

The following Sideletters have been agreed to by the parties and are part of this Master Agreement. The Sideletters are lettered for identification only.

Sideletter AA

Section 16.2(b)

In reference to continuation of travel from an intermediate stop en route to a remote site, the Company shall not avail itself of the second (2nd) sentence of Section 16.2(b) if such continuation of travel can be accomplished by Company-furnished automobiles and the employees involved consent to drive the necessary automobiles for such travel.

Sideletter AB

Video Tape Agreement

This letter will confirm our understanding with respect to the operation and staffing of our video tape facilities in New York, Chicago, Los Angeles, San Francisco and Washington, D.C.

The following are the minimum requirements and the operating procedure upon which the parties have agreed:

1. There shall be no minimum staffing requirements. Nevertheless, in the application of the preceding sentence to any operation of video tape machines covered by this Sideletter AB in the playback and/or record modes, no employee will be required to take directions from more than one (1) source so close together in time as to cause him or her an unreasonable mental strain.
2. [Deleted.]
3. The duties of video tape librarians may include the loading and unloading of tape cartridge machines.
4. NABET-CWA will supply the Hollywood office with a cut of the NABET-CWA seal which will be printed on the production label. ABC New York will advise the various local operations relative to the use of such labels.
5. [Deleted.]
6. [Deleted.]

7. [Deleted.]
8. Whenever air credits are given on a taped program to personnel covered by the Engineering Agreement other than the Technical Director, an air credit shall also be given to the video tape engineers who edited such program. It is understood that this requirement shall be satisfied by giving a credit to at least one video tape engineer who edited any portion of the program. (For purposes of this Paragraph 8, a program remains a "taped program" even if it includes live introductory, lead-in, lead-out and/or closing material.) Such credit may be given on the same frame containing credits for other technical personnel or any other placement in the program as the Company may determine. In no case will credit have to be given to the Video Tape Engineer where circumstances make the giving of such credit impractical, e.g., where the credit crawl was completed prior to the assignment of the Video Tape Engineer to the program.
9. [Deleted.]
10. [Deleted.]
11. [Deleted.]

(See Sideletters AB-1 and GK.)

Sideletter AB-1  
Video Tape Agreement

1. This Sideletter shall be an addendum to Sideletter AB and shall be applicable to the video tape facilities otherwise covered by Sideletter AB that are used for the playback, recording, dubbing or editing (or any combination of the foregoing) on video tape machines other than two-inch (2") reel-to-reel quadruplex video tape machines (i.e., VR 2000 and AVR I and II) and two-inch (2") quadruplex video tape cartridge machines (i.e., ACR-25 and TCR-100). The two-inch (2") quadruplex machines described above shall hereinafter be referred to as "AB machines". Other video tape machines shall hereinafter be referred to as "AB-1 machines".
2. There shall be no minimum staffing requirements. Nevertheless, in the application of the preceding sentence to any operation of AB-1 machines in the playback and/or record modes, no employee will be required to take directions from more than one (1) source so close together in time as to cause him or her an unreasonable mental strain.

### Sideletter AB-1 Cont'd

#### 3. Editing Upgrades Applicable to AB-1 Machines

- (a) An engineer who edits video tape during a tour shall be upgraded to Group 5 for the entire tour. However, if such an employee edits with three (3) or more AB-1 machines and such machines are operated by a "controller" (such as, but not necessarily limited to, Convergence, RM 400, TRI, BVU, Datatron, etc.) such employee will be upgraded to Group 7 for the entire tour.
- (b) Notwithstanding the provisions of the preceding Paragraph 3(a), an editor who operates two (2) or more AB-1 machines with a programming time code or frame address editing device, such as EECO, CMX, RA 4000, Datatron, etc., in conjunction with a device capable of audio and video switching (e.g., an "audio-follow-video" switcher) and special effects (e.g., fades, dissolves, venetian blinds, chroma-key, etc.) shall be upgraded to Group 7 for the entire tour.
- (c) A Technical Director need not be assigned in any configuration set forth herein.

4. [Deleted.]

5. [Deleted.]

6. Practices that have developed with respect to AB machines will have no application with respect to AB-1 machines. In any arbitration or other proceeding that takes place concerning AB-1 machines, practices with respect to AB machines will not be citable and the Impartial Umpire who hears and determines any such proceeding will not accept testimony or written evidence concerning practices that have developed with respect to AB machines. Similarly, in cases involving AB machines, practices regarding AB-1 machines will not be cited.

7. [Deleted.]

### Sideletter AC

[Deleted.]

### Sideletter AD

[Deleted.]

Sideletter AE

Section 14.3

The following represents the understanding between the Company and the Union regarding Section 14.3 of the Master Agreement:

In the event that the Union alleges that the management of any office of the Company is using Section 14.3 for reasons other than bona fide cases in which the management believed in good faith that suspension was warranted, the Union may refer such allegation to a Joint Committee consisting of the Sector President of the Union, the President of the Local Union involved (or the Local President's designee), the Vice President for Labor Relations and a fourth (4th) person designated by the latter Company official. In the event the matter cannot be resolved by such Committee, it may be referred by the Union to any one of the Impartial Umpires listed in Section 20.6 other than the Impartial Umpire for the office involved. After a hearing on the matter, in which both the Union and the Company are represented, such Impartial Umpire will determine the issue, and if he or she sustains the Union's allegations, the Impartial Umpire will be empowered to award appropriate relief, which may include suspending the application of Section 14.3 to the particular office involved for the duration of the Agreement.

Sideletter AF

[Deleted.]

Sideletter AG

Upgrading

This will confirm our understanding that any employee who is upgraded to a higher classification for at least one hundred thirty (130) days during the twelve (12) month period immediately preceding December 31st of each year shall be paid the applicable upgraded rate for his or her scheduled vacation, paid sick leave, payback days and jury duty during the following calendar year. In no event shall any upgrades given for vacation, sick leave, payback days and jury duty in any calendar year count toward the upgrades in any succeeding year.

If an employee is upgraded to more than one (1) grade during the twelve (12) month period in which he or she earned the above payment, he or she will be paid for each day of vacation, paid sick leave, payback days and jury duty at the rate to which such employee was most frequently upgraded during the twelve (12) month period.

Sideletter AH

Sideletter AH

[Deleted.]

Sideletter AJ

Written Stipulations

It is agreed that all written stipulations, sideletters and other written agreements entered into between ABC, Inc, a wholly owned subsidiary of Disney Enterprises, Inc., a wholly owned subsidiary of The Walt Disney Company, Inc., and the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communication Workers of America, AFL-CIO, CLC, during the period from February 6, 1999 for the "B," "K," "O," "P," "R," and "T" Units and June 26, 1999 for the "A," "D," "F," and "X" Units to March 31, 2003 will be deemed to be in effect for the period of the current contract. This will not apply to stipulations, sideletters and other agreements which the parties have specifically canceled or which are modified by provisions of the current contract.

Sideletter AJ

Special Severance Allowance

The Union recognizes that the broadcasting industry is undergoing significant technological changes and improvements and gives the assurance that it will not prevent or impede such progress. The Company recognizes that employment of individuals covered under the Engineering Agreement and the Traffic and Communications Agreement who have attained long years of service, may be affected by the new methods of operation. To this end it is agreed that a special severance allowance will be paid to employees covered by the aforesaid Agreements, having three (3) years or more of Unit Seniority, who are laid off due to reduction in force, as follows:

Years of Unit Seniority	Amount of Special Severance Allowance
3 - 5 Years	\$2,500.00
5 - 10 Years	\$5,000.00
10 Years and Over	\$7,000.00

Such special severance allowance shall be in addition to the severance pay provided for in Section 15.1 of the Master Agreement, and shall be disbursed contemporaneous with such severance pay. Payment of special severance allowance, however, is subject to the following qualifications and limitations:

- (1) If the employee at the time of layoff accepts a position in another department of the Company at a rate not more than twenty percent (20%) below the rate of the employee's last position, he or she shall not be entitled to the special severance allowance unless the employee is subsequently laid off in the new position before he or she has completed six (6) months of service.
- (2) An employee who is recalled or reemployed shall not be entitled to a second (2nd) special severance allowance unless, subsequent to his or her recall or reemployment, the employee accumulates sufficient years of seniority to qualify him or her for another special severance allowance and is laid off. Service prior to the employee's reemployment shall in no event be counted for this purpose.

The Company will endeavor to find other positions within its organization for employees having three (3) years or more of Unit Seniority who are scheduled to be laid off and will provide such employees, where possible, time off to be interviewed for positions outside of the Company during their regularly scheduled work day.

Sideletter AK

[Deleted.]

Sideletter AL

Washington, D.C. Engineering Agreement

A. Definitions

As used in this Agreement the term:

- (1) "employee" means a person who meets the definition of employee as contained in Section A1.1 of the Engineering Agreement and who is engaged by the Company in its Studio as defined herein;
- (2) "Studio" means the Company's Washington, D.C. Studio;
- (3) "Owned Station" means an Owned Station covered by the Master Agreement.

Sideletter AL Cont'd

**B. Program Origination - Live and Video Tape Television**

The following provisions shall apply to the origination of live programs and of video taped programs as set forth in Section A2.3(a)(1), (2) and (3):

- (1) Only engineers covered by the Master Agreement shall be assigned to perform duties covered by the Engineering Agreement with respect to programs originating in the Studio.
- (2) Program originations outside the Studio shall be made by engineers covered by the Master Agreement in accordance with the provisions of Sections 7.1 and A2.3(b) of the Master Agreement, with the Studio being considered an Owned Station for the purpose of determining the application thereof, upon the following conditions and exceptions:
  - (a) Program originations outside the Studio but within the geographic limits of the District of Columbia shall be made by engineers covered by the Master Agreement, except for programs originating in the studios of ABC's Washington, D.C. affiliate.
  - (b) The applicable radius around the Studio, under Sections 7.1(e) and A2.3(b)(1), shall be seventy-five (75) miles.
  - (c) [Deleted.]
  - (d) In the case of major public or news events which involve multi-point pickups, such as, but not limited to, Presidential Inaugurals, celebrations and parades, personnel of Owned Stations and/or affiliated stations may be used as in the past. (This is without prejudice to any position either party may take as to whether certain of those pickups in the past were in violation of the Master Agreement.)
  - (e) Employees hereunder may be assigned to supplement the crew of any Owned Station affiliate or other station, in the same manner as engineers of Owned Stations.
  - (f) [Deleted.]
- (3) [Deleted.]

**C. [Deleted.]**

D. Transferees

- (1) An engineering employee who transfers to the Studio from an Owned Station covered by the Master Agreement will have a three (3) year period, commencing with the start of the employee's employment at the Studio, during which he or she may, under the conditions specified below, return at the employee's own expense to his or her original office of employment if during the three (3) year period either of the following should occur:
  - (a) the Studio is closed down, or the operation is so curtailed that the transferee is to be laid off from the Studio; or,
  - (b) the Company and the Union mutually agree that the transferee has been unable to adjust to the Washington operation even though there has been no change in the employee's own skills and abilities.
- (2) In the instances specified in (1) above, the employee will have the following rights:
  - (a) The employee may return to his or her original office of employment if there is a vacancy at such office and if the transferee has more Unit Seniority than all employees on layoff from such office who have recall rights.
  - (b) The employee may return to his or her original office of employment, although there is no vacancy at such office, if the employee has more Unit Seniority than any one (1) employee at such office. In such case, an employee at such office will be laid off in accordance with the layoff provisions of the Master Agreement in order to permit the transferee's return.
  - (c) The employee may not return to his or her original office of employment if there is no vacancy and no employee at such office with less Unit Seniority than his or her own. In such case, the transferee will be laid off from the Studio, and the transferee may elect to be placed in a layoff status from his or her original office of employment rather than from the Studio, in which case the transferee will have the recall privileges specified in Section 11.7 of the Master Agreement in reference to vacancies at his or her original office of employment.



Sideletter AL Cont'd

- (3) A transferee's service at the Studio shall be included in his or her Unit Seniority at the office of employment to which the transferee returns on active or layoff status.

**E. Relative Seniority**

- (1) The employees of the Studio shall be on a separate Unit Seniority list.
- (2) A former WMAL employee who was hired for the Studio before or during the first (1st) thirty (30) days of operation of the Studio shall, for purposes of layoff, rehiring and vacation preference, be credited with one (1) week of Unit Seniority for each four (4) weeks of Unit Seniority at WMAL held by the employee at the time of his or her termination from WMAL (see Attachment A). Such seniority credit will not be given for severance pay or any other purpose not specified above.
- (3) An employee covered by E(2) above shall receive credit for Pay Seniority based on his or her length of service in the comparable WMAL pay grade.
- (4) Except as provided above, Company, Unit and Pay Seniority of all employees of the Studio will commence with their first (1st) day of employment by the Studio.

**F. Assignments**

- (1) Employees will have jurisdiction over the operation of rear screen projection devices, Cell-O-Matic machines, and similar devices and machines when used in connection with the rehearsal and/or broadcast of live or tape television programs.
- (2) Employees will have jurisdiction over sound effects when used in connection with the rehearsal and/or broadcast of live or tape television programs, subject to the following conditions:
  - (a) The handling of sound effects (by disc, tape or any other means) may be assigned to an employee, in addition to any other duties assigned the employee, so long as such assignment is practical under the circumstances and imposes no unreasonable work burden on the employee.

- (b) In cases where the Producer of a program requests a sound effect which requires specialized skills or the operation of specialized equipment beyond the skills of the employees then employed at the Studio, the Company may assign such sound effect to personnel not covered by this Agreement or the Master Agreement.

G. Term and Coverage

This Agreement which shall be co-terminous with the Master Agreement shall, except as specifically modified in Paragraph F hereof, cover those types of duties performed by employees covered by the Engineering Agreement which is contained in the Master Agreement and, except as modified herein, it is the intent of the parties that the terms of the Master Agreement, where applicable, shall apply to employees hereunder.

ABC, INC.

By /s/ Jeffrey Ruthizer

Jeffrey Ruthizer  
Senior Vice President, Labor Relations

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC

By /s/ John S. Clark

John S. Clark  
Sector President

Sideletter AM

[Deleted.]

Sideletter AN

Sideletter AN  
7.1(i), A2.3(b)(7)

The following represents the understanding between the Company and Union regarding Section 7.1(i) and Section A2.3(b)(7) of the Master Agreement:

In the event that the Union alleges that the Company is utilizing the provisions of either or both of the aforesaid Sections in such a manner as to cause the Union to believe that a substantial threat to employment has been created by such utilization of the provisions, the Union may, upon notice to the Company, refer the matter to a Joint Study Committee to be comprised of two (2) Company and two (2) Union representatives and the Impartial Umpire acting as mediator. The Company may designate as one (1) of its representatives a representative of NBC.

Such Committee shall meet for the purpose of discussing and attempting resolution of the alleged problem. Any resolution thereof shall remain in effect and govern the application of such clause during the balance of the term of the Master Agreement.

Sideletter AQ

[Deleted.]

Sideletter AP

[Deleted.]

Sideletter AQ

[Deleted.]

Sideletter AR

[Deleted.]

Sideletter AS  
Traffic Vacation

This letter will confirm the Company's statement that with respect to requests by employees in the New York Traffic Department and the San Francisco Traffic Department for vacations outside the specified vacation period, in accordance with Section 19.10, the Company will not unreasonably withhold its consent, consistent with operating requirements.

Sideletter AT

[Deleted.]

Sideletter AU

[Deleted.]

Sideletter AV

[Deleted.]

Sideletter AW

[Deleted.]

Sideletter AX

Accidental Death and Dismemberment

The following is intended as a clarification of the coverage of ABC's Accidental Death and Dismemberment Policy:

Travel accident insurance applies to each covered employee from point of departure (e.g., the principal office to which the employee is assigned, or the employee's home only in instances where an employee goes directly from his or her home to cover an assignment) until the employee returns to point of departure. This covers employees not only when traveling by common carrier, but also when they are on assignment outside of the principal office to which they are assigned.

The application of this Policy under any circumstances will be subject to all terms and conditions of that Insurance Policy.

Sideletter AY

Fonts

The Company may purchase fonts generally available to the broadcast consumer from any outside source or supplier. Notwithstanding any other provision(s) of the Master Agreement, cues and/or instructions may be given to an operator of such devices by authorized production personnel, provided, however, that cues and/or instructions will not be given to such operators in a manner that will cause confusion, nor impose an unreasonable strain or workload on such operators.

Sideletter AY Cont'd

The taking of cues and/or instructions hereunder shall not constitute a precedent or practice and will not be cited in any proceeding between the parties.

Sideletter AZ

[Deleted.]

Sideletter BA

Mini Cam Lighting

The following represents the understanding between the Company and the Union regarding Section A2.2(e)4 of the Master Agreement.

The Company will not be obligated to assign NABET-CWA-represented engineering employees to lighting functions when otherwise required by Section A2.2(e)4 in those locations where currently another union has established jurisdiction over the lighting work for electronic camera pickups made by the Company in the field of news pursuant to an NLRB ruling, or by contract language supported by practice.

Sideletter BB

Stipulations (17) and (18) and Section A2.2(e)

This will confirm our understanding that the deletion of the Company's proposals on Stipulations (17) and (18) in the 1977 negotiations for a new Master Agreement and the incorporation of certain of the provisions thereof in Section A2.2(e) of the Engineering Agreement shall not be deemed to have any substantive effect, nor shall it be deemed to create or diminish rights that either party otherwise has, or does not have, under the Master Agreement.

Sideletter BC

Video Tape Editing Equipment

During the course of the 1977 negotiations for a new Master Agreement, the Company submitted proposals and counterproposals to the Union that included the expression "including video tape editing equipment" and subsequently deleted that expression from such proposals and counterproposals.

This will confirm our understanding that the submission, and subsequent deletion, of such expression shall not be prejudicial to the rights of the Company and shall not be cited by either party in any arbitration or other proceeding.

Sideletter BD  
TD Work Rules

In recognition of increased production complexity, the Company may designate:

- (a) certain network programs; and
- (b) local thirty (30) minute or longer news programs

as requiring special consideration in application of the TD work rules as those rules limit the issuing of production directions by the Director to the operators of technical equipment. When a program has been so designated by the Company, the following will apply during the rehearsal and broadcast (or taping) of such programs:

1. Notwithstanding any provision of the Master Agreement, production directions, as distinguished from technical instructions, may be given to the operators of technical equipment at any time during the rehearsal and broadcast (or taping) of such programs by the Producer, Program Director(s) and/or Associate Director(s) subject to the operating procedures set forth in Paragraph 2 below. The number of Associate Directors who may issue production directions on any such program will not exceed two (2) times the number of Technical Directors who are assigned to that program.
2. It is recognized that operating procedures on such programs must insure that:
  - (a) the Technical Director is able to maintain his or her responsibility for the production of a technically acceptable television production, and his or her responsibility for the technical performance of the entire assigned group of technicians engaged in lighting, video control, audio, camera and all other functions of a technical nature necessary to the production;
  - (b) production directions to the crew, when not given by the Technical Director, are given in a manner that will not cause confusion among members of the crew, nor impose an unreasonable strain or workload on the crew; and
  - (c) the Technical Director is informed in advance of the specific methods and channels of communication by which crew members will be receiving production directions and the sources of such production directions. If the Technical Director believes that a proposed procedure will adversely affect the production, the matter will be referred for immediate discussion by the Director of Engineering at

Sideletter BD Cont'd

the appropriate Company office and the President of the Local Union (or his or her designee).

3. At each office of the Company where programs have been designated pursuant to this Sideletter, there will be established a Technical Director Advisory Committee, consisting of two (2) Technical Directors designated by the Union, two (2) management officials of the Engineering Department, the President of the Local Union (or his or her designee) and the chief Labor Relations official of that office (or his or her designee), which Committee will meet periodically to review the operation of the new procedures envisioned by this Sideletter and to discuss mutual problems and complaints by Technical Directors on the disposition of matters referred to the Director of Engineering and President of the Local Union under Paragraph 2(c) above. Individual Producers and/or Directors may be invited to participate in such meetings to facilitate a full discussion of the matters involved.
4. With respect to technical surveys for programs to be originated by Network or Owned Station crews within the Continental United States (excluding Alaska), the Technical Director (or one (1) such Technical Director in the case of programs that utilize more than one (1) Technical Director) whom the Company anticipates assigning to the program must be assigned to the survey under the following circumstances:
  - (a) such Technical Director is not unavailable due to another assignment on a network program or a local news program of thirty (30) minutes or longer, vacation or illness; and
  - (b) the broadcast or taping date is known at the time the survey is made; or, if not precisely known, the Company is firmly committed to tape or broadcast the program, the location is known and the broadcast or taping date is known within a period of two (2) weeks; and
  - (c) the site of the pickup is one at which the Company has not previously done a pickup, or the site of the pickup is one at which the Company has previously done a pickup but the program in question requires major technical changes from other pickups at that site, provided, (i) that if such Technical Director, after attending the survey, is for good reason unavailable to act as Technical Director of the program, this shall not constitute a violation of this provision and (ii) this provision shall have no application to ENG pickups.

5. In any situation where there is an agreement or a practice of production directions being given by persons other than the Producer, Program Director or Associate Director, the provisions of Paragraph 1 above which limits the category of persons other than the Technical Director who may give production direction to the technical crew, shall not be prejudicial to the position of the Company, nor shall this Sideletter have any effect on current practices with respect to the issuance of production directions by Associate Directors to operators of video tape machines.

Sideletter BE  
"In The Field"

The parties recognize that as a result of the negotiations for the 2003-2007 NABET-CWA-ABC Master Agreement, the following paragraph is no longer applicable and has no substantive relevance any longer under the current Master Agreement as the result of changes in Section A8.2 and A8.7 but the parties have agreed to retain it here for historical purposes only, and only for the term of the 2003-2007 Agreement.

This will confirm our understanding concerning the interpretation of the term "in the field" as it is used in Section A8.7 of the Master Agreement with respect to video tape editors. The term "in the field" shall not apply to engineers assigned primarily to edit video tape within the city limits of any television office of the Company, as defined in Section 11.4, provided, however, that a Tape Editor shall be "in the field" when assigned to a mobile unit containing editing equipment and the primary purpose of the assignment is to perform editing in such mobile unit.

Sideletter BF

[Deleted.]

Sideletter BG

[Deleted.]

Sideletter BH

[Deleted.]



Sideletter BI

Sideletter BI  
TV Master Control

Whenever a TV Master Control Engineer is on duty, at least one (1) such Master Control Engineer per shift will be classified Group 7. This will not require any upgradings for meal relief.

Sideletter BJ  
Chicago Agreements No Longer In Effect

It is agreed that the following agreements are no longer in effect in the Company's Chicago office and are deemed by the parties to be null and void:

- (1) the undated "N and H" Agreement originally made effective March 2, 1959; and
- (2) the agreement dated September 15, 1959 with respect to staffing in the Telecine Projection Room; and
- (3) the letter agreement dated November 5, 1968 altering the "N and H" Agreement on Election Night; and
- (4) any other agreement, whether written or oral, relating to or based upon items (1), (2) and (3) above.

Sideletter BK

[Deleted.]

Sideletter BL  
Los Angeles Radio Program Coordinators

This letter will confirm our understanding with respect to the Radio Program Coordinators Agreement in Los Angeles:

Nothing in Sections T1.1 and T3.3 of the Agreement was intended to permit a person not in the Bargaining Unit to perform the duties listed in Sections T2.1(i) and (ii) of the Agreement; nor would anything in Sections T1.1 and T3.3 prohibit the establishment of a non-unit Radio Program Coordinator supervisory position, provided that the person filling such position did not perform the duties listed in Section T2.1(i) and (ii).

Sideletter BM

[Deleted.]

Sideletter BN

[Deleted.]

Sideletter BQ

[Deleted.]

Sideletter BP

News Inserts

The deletion of the predecessor Sideletter BP was occasioned by the changes made in Sections 7.1 and A2.3 of the Master Agreement during the 1989 negotiations. As the result of these changes, it is understood and agreed that the Company may now, without limitation, accept and utilize outside-produced inserts of any length, including material supplied from outside news and other information-gathering subscription services (e.g., AP, CONUS, Potomac Video).

Sideletter BQ

[Deleted.]

Sideletter BR

Extended Leave of Absence Program

ARTICLE I - AIMS AND PURPOSES

- 1.1 This Extended Leave of Absence Program is intended to extend to certain regular NABET-CWA-represented employees (hereinafter referred to as "employees" or "NABET-CWA-represented employees") with differing personal and professional objectives the opportunity to enjoy additional periods of time away from the workplace and, at the same time, to protect the interests of the Company. These employees will be granted a five (5), six (6) or seven (7) month leave of absence without pay. At the expiration of each such leave(s) of absence, the employee will return to active employment with the Company, subject to his or her applicable seniority rights, for a period(s) of five (5), six (6) or seven (7) consecutive months (hereinafter referred to as the "employment period"), probably in a vacation relief position.

Sideletter BR Cont'd

- 1.2 In general, during the employment period, regular Company Personnel Policies now in effect and applicable to NABET-CWA-represented employees will prevail with limitations as noted further in this Program. During the leave of absence, only the Personnel Policies indicated in this Program will prevail and regular Company Policy will be suspended.
- 1.3 Employees in this Extended Leave of Absence Program may continue in it until age seventy (70), at which time they will be retired from active service in accordance with the ABC-NABET Retirement Trust Plan.

ARTICLE II - ELIGIBILITY

- 2.1 A NABET-CWA-represented employee, in order to be eligible to apply for this Extended Leave of Absence Program, must have ten (10) or more years of Total Company Seniority.
- 2.2 Such application by an eligible employee must be made in writing to the Director of Personnel no later than any April 1st, to be effective in the twelve (12) month period commencing with October 1st of the year in which application was made. The Company will notify the employee no later than May 1st of the year in which application was made as to whether he or she was admitted into the Program.
- 2.3 No more than thirty-five (35) employees may participate in the Program on a national basis in any given Program year without the express agreement of the Company. Any such participants shall be included in the maximum total set forth above. Once in the Program, an employee shall have priority to remain in the Program over other employees, except that employees who are less than fifty (50) years of age and have less than twenty (20) years of Total Company Seniority shall have to reapply annually in accordance with Section 2.2 in order to remain in the Program. Should the number of employees already participating in the Program, plus the number of new applicants in any year exceed such maximum number, the order of priority of such new applicants shall be established by their Total Company Seniority. It is understood that the Company retains the right to deny any employee the right to participate, and the exercise of that right shall not be subject to arbitration. The Company will also determine the dates of the leaves of absence, provided that in the event the dates so selected are not acceptable to the employee, he or she will be allowed to withdraw the application for admittance to the Program without prejudice to his or her rights to reapply at a later date.

Any person who replaces a Program participant shall be a temporary employee during the period of replacement, and Sections 3.3, 3.5, 3.6, 3.7 and Article XI shall be inapplicable to such person.

#### **ARTICLE III - VACATION AND HOLIDAY PAYBACK DAYS**

- 3.1 During each year of participation in this Program, an employee will receive in a lump sum an amount of pay equal to one-half (1/2) of the vacation entitlement to which the employee would otherwise be entitled were the employee not participating in the Program. The payment will be in lieu of vacation and will be payable to the employee at the beginning of the leave of absence period.
- 3.2 During each year of an employee's participation in this Program only those holidays set forth under Section 18.1 of the General Articles which fall during the employee's period of active employment shall be treated pursuant to the provisions of Article XVIII.

#### **ARTICLE IV - SICK LEAVE**

- 4.1 During each employment period, employees in this Program will be eligible for their normal sick leave with pay. Such leave will not extend beyond the end date of the scheduled employment period. If the illness or injury persists beyond that date, the employee will be placed on his or her normal leave of absence period without pay.
- 4.2 If, while on the extended leave of absence in this Program, the employee becomes ill or injured and is unable to report for the work period when scheduled, the employee will be eligible for paid sick leave as of the date he or she was scheduled to be restored to the active payroll.
- 4.3 Vacation pay and/or holiday payback days may be considered to augment sick leave in lieu of going on sick leave without pay. To the extent vacation pay and/or holiday payback days are paid under this provision they shall not be paid under Article III.
- 4.4 All plans and/or policies of the Company involved in Paragraphs numbered 4.1, 4.2 and 4.3 above are modified where necessary and insofar as applicable to the employees affected by said Paragraphs in order to conform to the provisions of those Paragraphs.

#### ARTICLE V - OTHER LEAVES OF ABSENCE

- 5.1 During the employment period, employees in this Program may be granted leaves of absence in accordance with normal Company policy and the provisions of Article XIII.

#### ARTICLE VI - OTHER EMPLOYMENT

- 6.1 An employee on extended leave of absence under this Program may accept outside employment provided that it does not interfere with the employee's ability to return to work upon expiration of such leave of absence and, further provided, that such outside employment does not continue following his or her return to work with the Company. However, an employee on extended leave of absence without pay will not be permitted to work for or perform other services, part time or otherwise, with any company or person: (a) who is engaged in radio or television broadcasting; or (b) who is engaged in any field that is competitive with the Company; or (c) who is engaged as an actual or potential supplier of transcriptions, audio or video tapes or films.

#### ARTICLE VII - OBJECTIVITY IN THE PERFORMANCE OF DUTIES

- 7.1 An employee in this Program, when on Extended Leave of Absence, will abide by the terms of the Company's Policy on Objectivity in the Performance of Duties.

#### ARTICLE VIII - UNEMPLOYMENT INSURANCE

- 8.1 During the period of time an employee in this Program is on his or her leave of absence without pay, the employee will not be eligible for Unemployment Insurance.

#### ARTICLE IX - SEVERANCE

- 9.1 Participation in this Program, since it is voluntary, will not entitle an employee to any severance pay.

#### **ARTICLE X - SENIORITY AND CONTINUOUS SERVICE CREDIT**

- 10.1 Seniority and Continuous Service Credit will continue to accrue while in this Program for all purposes with the exception of the ABC-NABET Retirement Trust Plan service which will be governed as in Section 11.1 below.

#### **ARTICLE XI - RETIREMENT PLAN**

- 11.1 Each year of participation in the Program shall be considered to be a "complete year of service" and such year shall be considered a year of "continuous service" for all purposes under the ABC-NABET Retirement Trust Plan. The Company will contribute to the Plan during the employee's leave as though the employee were in active employment in the job classification to which he or she is normally assigned. Participating employees shall retain all their rights under the Retirement Plan, including but not limited to, early retirement, disability retirement and the selection of available optional forms of retirement benefit.

#### **ARTICLE XII - INSURANCE BENEFITS**

- 12.1 During the employment period the employee will be eligible to participate in the insurance plans of the Company set forth in Articles XXII and XXIX of the General Articles pursuant to the terms of such Articles XXII and XXIX.
- 12.2 While on leave of absence without pay the employee will be permitted to participate in the insurance plans of the Company set forth in Articles XXII and XXIX of the General Articles, provided that during the period of the employee's leave of absence such employee shall make all employee contributions that he or she is otherwise obligated to make and that the employee shall also make all contributions that the Company is otherwise obligated to make to provide coverage for such employee.

#### **ARTICLE XIII - RETURN TO FULL-TIME WORK**

- 13.1 While participating in the Extended Leave of Absence Program, the employee shall have the privilege of requesting the right to return to full-time work. If in active employment when the employee makes the request, he or she will be dropped from the Program immediately. If the employee is on leave of absence under this Program at the time he or she makes the request, and if an appropriate opening exists, subject to applicable seniority provisions, the

Sideletter BR Cont'd

employee shall be returned to work. This option can only be exercised once, and once exercised, such employee will thereafter be ineligible to participate in the Program, provided, however, that in cases of unusual hardship, this limitation may be waived by mutual agreement between the Union and the Company. Whenever an employee returns to work from a leave of absence period, the employee will return to the classification in which he or she was regularly employed immediately prior to such leave of absence period.

ARTICLE XIV - CANCELLATION

- 14.1 The parties recognize that this Program differs substantially from the Program that has existed heretofore. Accordingly, the new Program shall be considered experimental, and upon written notice by either party, served within ninety (90) days prior to the expiration date of this Agreement, the terms of Sections 1.1, 2.1 and 2.3 shall revert to those in the 1989-1993 Master Agreement during the next Program year. Moreover, decisions and practices which may develop regarding those provisions may not be considered a precedent or cited in any arbitration.

ARTICLE XV - COMPANY DISCRETION

- 15.1 Notwithstanding any grievance settlement, arbitration award, practice or provision to the contrary in the Master Agreement, Sideletters, or any alleged assurances or promises made to any employee (if any), the Company shall have the sole discretion to determine whether or not to allow any employee to participate, or to continue to participate, in the Extended Leave of Absence Program. The Company's decision shall not be arbitrable.

*[Grievance AW 01-04 and any other similar grievance pending at any other office of the Company are withdrawn with prejudice.]*

Sideletter BS

[Deleted.]

Sideletter BT

[Deleted.]

Sideletter BU

[Deleted.]

Sideletter BV

[No provision.]

Sideletter BW

[No provision.]

Sideletter BX

[No provision.]

Sideletter BY

**Quarterly Grievance Meetings**

In addition to the provisions of Section 20.3, the parties will establish a committee in each office of the Company described in Section 11.4 of this Agreement that will meet for two (2) (or more than two (2) by mutual agreement) consecutive days in January, April, July and October of each year. The committee will consist of no more than two (2) Union representatives and no more than two (2) Company representatives, one (1) of whom shall be a representative of the Labor Relations Department who does not generally meet with the Local Grievance Committee. The Parties may increase the number of persons on the committee by mutual agreement.

The purpose of this committee will be to resolve outstanding grievances (whether referred to arbitration or not). If the Union and Company representatives mutually agree, the meetings of the committee shall take place outside the city limits of the Company office in question. BY grievance resolutions shall be reduced to writing within fourteen (14) days following the meeting.

In lieu of any other payments, the Union representatives shall receive eight (8) hours' pay at their regular straight time rate for each day of attendance at such meetings, except for a representative who is on a leave of absence pursuant to Article XIII, who shall receive no compensation except as provided in Sideletter CS. In no event shall the provisions of Article VII or XVI apply to a Union representative attending such meetings.



Sideletter BY Cont'd

The meetings of this committee must take place in the months specified above unless the parties mutually agree to reschedule a meeting.

Sideletter BZ

[No provision.]

Sideletter CA

Radio Combo

1. Notwithstanding any arbitration awards, grievance settlements, practices, or provisions of the Master Agreement or any other agreements to the contrary, the parties agree that the engineering jurisdiction of the Union in radio shall be limited as follows:
  - (a) the operation of technical equipment in radio may, at the discretion of the Company, be assigned to NABET-CWA-represented engineers, NABET-CWA-represented employees covered by the "D", "F", "K", "O", "T" and "X" Agreements, or to persons not covered by the NABET-ABC Master Agreement;
  - (b) the maintenance of technical equipment in the Company's permanent studios and transmitters will apply only to those maintenance positions occupied by NABET-CWA-represented engineering employees as of March 31, 1993, and any additional maintenance positions created during the term of the 1993 Master Agreement. Except as provided for in the preceding sentence, the maintenance and repair of technical equipment in radio may, at the discretion of the Company, be assigned to NABET-CWA-represented engineers or to persons not covered by the Master Agreement. The unanticipated replacement or adjustment of defective equipment or components (e.g. microphones) necessary in order to ensure uninterrupted broadcasting shall not be deemed maintenance or repair within the jurisdiction of the Union.
2. It is understood that under no circumstances shall operation, maintenance and repair of technical equipment in radio by any persons not represented by NABET-CWA result in such persons being covered by the provisions of the Master Agreement, nor shall the operation, maintenance and repair of technical equipment in radio by NABET-CWA-represented employees result in any expansion of NABET-CWA's jurisdiction as set forth in Paragraph 1 above, or give to any such employees any right to continue to perform such work.

3. It is understood that in the event a NABET-CWA-represented radio engineering employee dies, retires, resigns, voluntarily transfers, is promoted, is discharged for just cause, is ill, is on short or long term disability or other leave of absence or is unable to report for work for any reason, the Company is not required to replace such a NABET-CWA-represented engineer with another NABET-CWA-represented employee and can, if it so elects, employ a non-NABET-CWA-represented employee to perform this same work.
4. In the event the Company at any time relocates its permanent Network Radio operations to a facility outside of 25 miles of the Company's permanent Network Radio facilities in existence on March 31, 1993, the Company will be permitted to layoff all NABET-CWA-represented employees pursuant to the provisions of Sideletter CA-2, and thereafter, NABET-CWA shall have no engineering jurisdiction at any such new network radio facility.

**Sideletter CA-1**  
**Radio Maintenance**

Notwithstanding any arbitration awards, grievance settlements, practices, or provisions of the Master Agreement or any other agreements to the contrary, at each radio station and radio Network facility at which a NABET-CWA-represented engineer(s) are employed, management engineering supervisors (including but not limited to Chief Engineers, Assistant Chief Engineers, Directors and Assistant Directors of Engineering, etc.) may maintain technical equipment of the radio station or Network facility to which they are regularly assigned.

**Sideletter CA-2**  
**Radio Terminations**

Notwithstanding the provisions of Article XI, Article XIV or any other provisions of the Master Agreement or any other agreement to the contrary, the Company shall have the right, in its sole judgment, to terminate certain employees in Network and Local radio, under the terms and conditions recited below. In the exercise of its sole judgment, the Company shall give consideration to an employee's seniority, but the Company's evaluation of such employee's skill and ability to perform the work covered by NABET-CWA's jurisdiction in radio shall be the determining factor.

- (i) Each employee whose employment in radio is to be terminated pursuant to the provisions of this Sideletter CA-2 shall be placed on a special leave of absence with full base pay and shall continue to receive all applicable benefits under the same terms and conditions as if he or she were actively at work, for a period not to exceed six (6) months after his or her last day of work in radio

Sideletter CA-2 Cont'd

as determined by the Company.

- (ii) During the period of such leave, each employee shall be free to apply for any available NABET-CWA-represented job with the Company for which such employee believes he or she may be qualified, either presently or after a period of on-the-job training which the Company may be willing to offer. The Company will give consideration to each such application received.
- (iii) If the Company, in its sole judgment, agrees to employ any such employee in any classification in any non-radio separate seniority group covered by the Master Agreement, the employee's leave of absence shall terminate and he or she shall return to work in such new separate seniority group. The Company will provide such employee with whatever training it deems necessary to permit him or her to adjust to his or her new duties. Such employee shall be credited, for seniority purposes in his or her new separate seniority group, with all the seniority which he or she accrued while he or she was employed in radio, plus the period of such employee's paid leave of absence.
- (iv) Any employee employed by the Company pursuant to (iii) above may be terminated by the Company, in its sole judgment, not earlier than six (6) months, and not later than eight (8) months, after his or her employment in the new separate seniority group, if the Company determines that the employee's job performance has been unsatisfactory and will not sufficiently improve within a reasonable time even with additional training. Any such termination shall not be subject to arbitration.
- (v) Each employee whose employment in radio is terminated by the Company and who is not employed by the Company within six (6) months after his or her last day of work in radio, or who is employed and subsequently terminated pursuant to (iv) above, shall receive, upon the execution of a General Release in a form satisfactory to the Company, a special payment equal to two (2) months' base pay for each year of Total Company Seniority, with a minimum of twelve (12) and a maximum of thirty-six (36) months' base pay (minus normal deductions), which shall include the number of months' pay received while such employee was on the paid leave of absence provided for in (i) above. This special payment shall be in lieu of any and all severance pay to which such employee might otherwise be entitled pursuant to the provisions of Article XV. In the event the employee elects not to execute the General Release, he or she shall receive severance pay in accordance with Article XV in lieu of the special payment provided herein.

Sideletter CA-2 Cont'd

- (vi) Each employee who receives a special payment pursuant to (v) above shall also be eligible for a special tuition reimbursement for up to two (2) years of vocational study for retraining for a new job, up to a maximum reimbursement of Twelve Thousand Dollars (\$12,000.00). Such study must commence within two (2) years after such employee's last day of employment with the Company. Reimbursement shall be made after providing the Company with evidence of completion of course work on a semester or equivalent basis. In addition, each employee so terminated shall be eligible for Company-provided outplacement counseling for a period of three (3) months after his or her last day of work.
- (vii) Any employee reemployed by the Company pursuant to (iii) above who is not terminated pursuant to (iv) above, but who may thereafter be terminated or laid off, shall not be entitled to the special payment provided herein.

Sideletter CA-3

Radio Terminations

This will confirm our agreement and understanding that the Company will not exercise its right to terminate NABET-CWA-represented radio engineering employee(s) employed in network and local radio as of July 20, 1989 in operational positions and as of April 1, 1993 in maintenance positions pursuant to the provisions of Sideletter CA-2 in order to replace these employee(s) with persons not covered by the NABET-CWA-ABC Master Agreement who are employed primarily to perform the engineering work previously done by such terminated NABET-CWA-represented engineers.

In the event a NABET-CWA-represented radio engineer whose employment is subject to termination pursuant to Sideletter CA-2 volunteers and is accepted by the Company to be terminated under Sideletter CA-2, the Company may replace such engineer with a non-NABET-CWA-represented employee to perform the same work.

Sideletter CA-4

Last Hour Lunch - Radio

Notwithstanding anything to the contrary contained in the Master Agreement, Sideletters and Stipulations, or in any practices, grievance settlements or arbitration awards, at the Company's local and network radio operations the Company may assign a "last hour lunch" to any NABET-CWA-represented employee, provided that such "last hour" lunches shall not be assigned on an irregular basis to the employees scheduled to work such shifts. In situations when an employee on such a "last hour

#### Sideletter CA-4 Cont'd

lunch" schedule is required to work the eighth (8th) or subsequent hours instead of leaving at the end of the seventh (7th) hour of work, overtime shall commence for all work performed commencing with the eighth (8th) hour of work, and the meal period shall nevertheless still be given.

#### Sideletter CA-5

##### Board Shifts

For those local radio stations which elect to utilize this provision, (except WABC-AM and WPLJ-FM which are provided for in the WABC/WPLJ Operational Understanding) NABET-CWA-represented employees will not, under most circumstances, be assigned "board shifts" in excess of four (4) hours for live programs originating in the studios of local stations, except for weekends and overnights when "board shifts" for such live programs will not, under most circumstances exceed five (5) hours. Both parties recognize that there may be special situations where operating requirements require longer "board shifts" than four (4) or five (5) hours. For the purposes of this provision, the broadcast of live sporting events (e.g. Devils Hockey) shall be considered a live program in the event that a NABET-CWA-represented employee in the studios of the local radio station is assigned to the broadcast of those games.

#### Sideletter CA-6

##### Sideletter CA-2 Statement of Interpretation

Notwithstanding any provision to the contrary contained in the ABC-NABET-CWA Master Agreement, Sideletters, and Stipulations, or any practices, grievance settlements and arbitration awards, this letter will serve to confirm our specific substantive agreements and understandings reached as the result of a series of radio meetings which were held between December 1989 and March 1990 and subsequent discussions held during the 1993 contract negotiations regarding the interpretation of Radio Sideletter CA-2 of the ABC-NABET-CWA Master Agreement that will be applicable to our covered network and local radio operations nationwide. Subject to the provisions herein, the term of this Agreement shall be co-terminus with that of the ABC-NABET-CWA Master Agreement.

In no event is any provision contained herein intended in any way to limit or restrict the Company's jurisdictional rights contained in the 1989-93, the 1993-97, the 1997-2003 or the 2003-2007 ABC-NABET-CWA Master Agreements.

1. Terminated radio engineers on a special leave of absence with pay pursuant to paragraph (i) of Sideletter CA-2 shall continue to accrue seniority for all purposes while on such paid leave. For example, a radio engineer whose total service would not qualify him or her for the maximum allowable special payment and who commences his or her special paid leave of absence with 8 years and 8 months of total Company seniority shall, after the expiration of the six-month special leave of absence, and after the execution of a General Release in a form satisfactory to the Company, receive a special payment, pursuant to the termination formula, based upon nine years and two months of total Company seniority as the result of the engineer's accrual of an additional six months of total Company seniority while on the special leave of absence.
  2. Notwithstanding the foregoing, it is understood that any period of time spent working in television following the termination from radio described above shall not be used to enhance the calculation of the special payment (should he or she be under the three year maximum) at the time of the employee's termination from the Company if he/she does not remain in television. Should a terminated radio employee elect to interrupt his/her special leave of absence to accept a position in television, he/she shall continue to receive full credit for up to the six-month period of such leave while working in television. In no event, however, can a combination of leave and/or television work provide an employee who is under the maximum with more than six month's additional accrual of service for purposes of the special payment. (In the example given above in paragraph (1), if the employee began a period of television service two months following the commencement of his/her special paid leave of absence and was terminated seven (7) months thereafter, the amount of the special payment would still be based on nine years and two months of service; (i.e., the remaining four months of special leave of absence that had not yet been taken at the commencement of the television service would run concurrently with the first four months of the seven-month period of television service).
  3. It is understood and agreed that no radio engineer on paid leave of absence status shall have or accrue any seniority for any other purpose during any period of employment in television, unless such employment results in a regular position in television at the end of the six to eight month trial period.
- If an employee is terminated at the conclusion of a six to eight month trial period in television, he shall not be entitled by virtue of his television service to any notice of termination or severance pay for the period of service in television.

Sideletter CA-6 Cont'd

4. Terminated radio employees on paid leave of absence status or working on the six-eight month trial basis described in CA-2 for a regular (not temporary or VR) position in television shall receive the benefit of contract pay increases and escalator step increases that may become effective during an employee's leave of absence period or period of television service. As an exception to the foregoing sentence, however, April 1, contractual increases and individual escalator step increases shall not count towards enhancing the amount of the special payment due an employee if either, or both, take place on a date subsequent to the date a person's six month paid leave of absence ended, or would have ended, absent any employment in television.
5. Any radio engineer who is on a paid leave of absence pursuant to Sideletter CA-2 and who is offered a regular NABET-CWA-represented position in television, may, for a period of forty-five (45) calendar days after starting the new position in television, elect to resign his employment and still be eligible to receive the special payment and special tuition reimbursement, after the execution of a General Release in a form satisfactory to the Company, pursuant to the terms and conditions contained in Sideletter CA-2 in the same total amount he would have been eligible to receive, prior to commencing his employment in television. Any radio engineer who elects to resign from a regular NABET-CWA-represented position in television after this forty-five (45) day period shall not be entitled any longer to receive, and shall forfeit, the special payment and special tuition reimbursement pursuant to Sideletter CA-2, any severance pay pursuant to Article XV of the ABC-NABET-CWA Master Agreement or any other payment. It is specifically understood that any radio engineer who accepts a regular NABET-CWA-represented position in television and thereafter resigns either before or after the initial 45-day period shall not, under any circumstances, be entitled to return to or commence a paid leave of absence pursuant to Sideletter CA-2.
6. The Company agrees to send all regularly published job postings to the homes of any NABET-CWA-represented engineer while on a paid leave of absence pursuant to Sideletter CA-2.
7. (a) NABET-CWA-represented operations and maintenance engineers may be laid off pursuant to Section 11.6 without being offered the special payment and special conditions contained in Sideletter CA-2, provided that any non-NABET-CWA-represented maintenance engineers employed must be laid off prior to any layoff of NABET-CWA-represented maintenance engineers.

- (b) If there is a layoff of NABET-CWA-represented operations and maintenance engineers in Radio Network, such engineers may be laid off pursuant to Section 11.6 of the Master Agreement, provided that any non-NABET-CWA-represented maintenance engineers employed must be laid off prior to any layoff of NABET-CWA-represented maintenance engineers.
- (c) In the event the Radio Network's permanent studios and facilities are relocated outside a 25 miles radius and NABET-CWA-represented engineers are not laid off but are offered and accept non-NABET-CWA covered positions at any new or other Company location, such employees shall not be entitled to severance payments of any kind under any provision of the Master Agreement.

Sideletter CA-7

WABC-AM/WPLJ Operational Understanding

Notwithstanding any provision to the contrary contained in the ABC-NABET-CWA Master Agreement, Sideletters, and Stipulations, or any practices, grievance settlements and arbitration awards, this letter will serve to confirm our specific substantive agreements and understandings reached as the result of a series of radio meetings which were held between December 1989 and March 1990, and subsequent discussions regarding special operating conditions to be applicable only to New York local radio (i.e., Station WABC (AM) and WPLJ). Subject to the provisions herein, the term of this Agreement shall be co-terminus with that of the ABC-NABET-CWA Master Agreement.

In no event is any provision contained herein intended in any way to limit or restrict the Company's jurisdictional rights contained in the 1989-93, 1993-97, 1997-2003 or 2003-2007 ABC-NABET-CWA Master Agreements, nor is the inclusion of any provision herein with respect to the special operating conditions for WABC/WPLJ meant or intended to confer rights which would not exist but for the existence of this Agreement, nor does the omission of any rights, or the silence of this Agreement on any point suggest that any right(s) does not in fact exist.

1. The agreements and understanding set forth in subparagraphs (a) through (e) below shall remain in effect from the date of this Agreement through December 31, 1999. In the event that the Company desires to terminate any or all of such subparagraphs on that date, it shall serve a written notice on the Union by no later than December 1, 1999. It is understood between the parties that if the Company desires to terminate any one of these paragraphs (a) through (e), all will be canceled. If the Company elects not to terminate such



Sideletter CA-7 Cont'd

subparagraphs, they shall automatically renew for additional one-year periods during the term of the 2003-2007 ABC-NABET-CWA Master Agreement, with the Company reserving the right to terminate them on December 31 of any subsequent year by serving written notice on the Union by no later than December 1 of that year.

Notwithstanding the foregoing, in the event of a fundamental structural change, or a change in format by WABC-AM, subparagraphs (a) through (e) below shall be terminated immediately as they apply to both WABC-AM and WPLJ-FM. In the event the Company elects to cancel the agreements and understandings reached in subparagraphs (a) through (e), the parties agree to revert to the *status quo ante* this Agreement regarding their respective contractual positions on the issues involved herein. Paragraphs 2 through 5, however, shall remain in effect regardless of the termination of subparagraphs (a) through (e).

- (a) None of the following three (3) named engineers shall be laid off pursuant to Section 11.6 or involuntarily terminated pursuant to Sideletter CA-2; Frank D'Elia; Gene Maxwell; Sue Ronneburger.
- (b) No NABET-CWA-represented employee assigned to either WABC-AM or WPLJ-FM shall be entitled to "check in "time", "wash-up time" or a scheduled break. It is recognized by the parties that lunch relief of a NABET-CWA-represented employee by another NABET-CWA-represented employee is no longer required under the contract.
- (c) NABET-CWA-represented employees will not, under most circumstances, be assigned "board shifts" in excess of four (4) hours for live programs originating in the studios of WABC-AM, except for weekends and overnight when "board shifts" for such live programs will not, under most circumstances exceed five (5) hours. Both parties recognize that there may be special situations where operating requirements require longer "board shifts" than four (4) or five (5) hours. For the purposes of this provision, the broadcast of live sporting events (e.g. Devils Hockey) shall be considered a live program in the event that a NABET-CWA-represented employee in the studios of the local radio station is assigned to the broadcast of those games.

- (d) Each part-time talent/telephone coordinator employed by WABC-AM shall be entitled to receive an additional payment of Three Dollars (\$3.00) per hour, which shall not be considered part of their base rate for any reason, for each hour that such part-time employee is assigned by the Company both to screen telephone calls and operate a "board" simultaneously.
  - (e) Part-time talent/telephone coordinators employed by WABC-AM may hereafter be assigned to perform any and all "engineering functions" in addition to the full-time talent/telephone coordinators who are permitted to do so by virtue of the 1989-1993 and subsequent ABC-NABET Master Agreements.
2. In the event that any one or more of the three (3) named engineers referenced in subparagraph 1(a) above dies, resigns, is discharged for cause, retires, voluntarily transfers to another NABET-CWA or non-NABET-CWA-represented position in or outside of WABC-AM or WPLJ-FM, is ill, is on short or long term disability or other leave of absence or is unable to report for work for any reason, NABET-CWA acknowledges that under the Master Agreement the Company is not required to replace such an engineer with another NABET-CWA-represented employee and can, if it so elects, employ a non-NABET-CWA-represented employee to perform this same work.
  3. Although both parties recognize that it is not contractually required to do so, it is the intention of the Company to continue utilizing a NABET-CWA-represented per diem employee for the one shift on either Saturday and/or Sunday at WABC-AM that is not presently assigned (as the result of the Company's desire to accommodate its engineers) to one of the three (3) NABET-CWA-represented regular engineers listed in subparagraph 1(a). It is specifically understood that the Company is permitted to utilize non-NABET-CWA-represented staff or per diem employees in situation involving vacation, illnesses, or other temporary needs.
  4. The Company's prior practice of upgrading engineers in situations where judgment has been exercised shall cease, and such upgradings shall not be required in the future in similar situations.

Sideletter CA-7 Cont'd

5. A NABET-CWA-represented engineer may continue to schedule other NABET-CWA-represented employees at WABC-AM and WPLJ-FM. The Company and the Union agree that this assignment shall not, under any circumstances, constitute an expansion of existing jurisdiction pursuant to any provisions of the Master Agreement, nor shall the performance of this assignment by employees hereunder entitle any such employees to continue to be given such assignment made pursuant to this provision, or the failure to make such an assignment, shall be subject to arbitration. Both the Company and the Union reserve the right to terminate this practice upon thirty (30) days written notice to the other party.
6. Since the parties are in agreement that the Company is not required under the new contract to assign a NABET-CWA-represented employee to perform any work at any broadcast originating from outside the studios, the parties specifically recognize that no NABET-CWA-represented employee is required to be assigned to Devils, or any other remotes to be broadcast by WABC-AM or WPLJ-FM. The Company agrees that in future years it will consider the feasibility of assigning a NABET-CWA-represented engineer to pickups.

Sideletter CB

[No provision.]

Sideletter CC

Temporary Maintenance Assignments

This will confirm our understanding that Group 1, 2 or 5 employees may continue to perform maintenance functions on a temporary basis without being upgraded to Group 7. In the event an employee is regularly assigned to maintenance, including vacation relief employees, such employee shall be paid pursuant to the wage schedules set forth under Group 7.

Sideletter CD

[Deleted.]

Sideletter CD-1

Sideletter CD-1

[Deleted.]

Sideletter CD-2

[Deleted.]

Sideletter CD-3

[Deleted.]

Sideletter CD-4

[Deleted.]

Sideletter CE

San Francisco News Sideletter

This letter will confirm our understanding and agreement as follows:

1. Notwithstanding anything to the contrary contained in the Award of Arbitrator Herbert Blumer, dated August 10, 1967, persons anchoring or co-anchoring television newscasts originated over the facilities of KGO-TV who do not fall under the exclusion set forth in Section F2.2 of the NABET-CWA-ABC Master Agreement may write, in the aggregate, twenty-five percent (25%) of the scripted material voiced by them in the programs on which they appear.
2. *The Awards of Arbitrator Arthur M. Ross, dated February 8, 1960, and of Arbitrator Herbert Blumer, dated August 10, 1967, shall be deemed null and void with respect to KGO-AM.*
3. It is understood and agreed that compliance with the standards set forth in Paragraph 1 hereof is to be evaluated over a period of time not to exceed six (6) months, and not as to specific individual programs.

Sideletter CE Cont'd

4. During the term hereof, four (4) members of the San Francisco NABET-CWA Newswriters-Producers Unit shall be designated as Assignment Editors, one (1) of whom shall be designated in the KGO-Radio News Department and three (3) of whom shall be designated in the KGO-TV News Department and shall perform "desk functions" as designated by management. The Company, in its discretion, may designate more than four (4) members of the Unit as Assignment Editors and may change any designated Assignment Editor. The Assignment Editor may perform, in addition to his or her desk functions, the duties specified in Sections F1.1 and F2.1 of the Master Agreement. Except for illness in excess of one (1) week and vacations, the absence of a designated Assignment Editor shall not require the assignment of another designated Assignment Editor, even though desk functions are being performed. Nothing shall preclude department heads, assistant department heads, assignment managers, producers not covered by the Master Agreement pursuant to Sideletter FG or other supervisory employees with the authority to hire and fire employees from performing any assignment editor or desk functions.
5. For each day that a member of the San Francisco NABET-CWA Newswriters-Producers Unit serves as a designated Desk Person pursuant to Paragraph 4 hereof, he or she shall receive in addition to his or her regular compensation, the sum of Twenty Dollars (\$20.00).

If a member of the Unit receives the Desk Person fee for at least one hundred thirty (130) days during the previous calendar year, he or she shall receive in addition to his or her regular vacation pay, the daily Desk Person fee for each day of his or her scheduled vacation, but in no event more than five (5) times the daily Desk Person fee per week while on vacation.

6. The classification of Desk Assistant set forth in Section F3.10 shall be deemed to apply only to KGO-TV. In lieu thereof, the classification of Editorial Assistant shall apply to KGO-AM on the basis of the following terms and conditions:
  - (a) Editorial Assistants shall perform a variety of general duties to assist the news staff. These duties may include, but shall not be limited to, monitoring and mechanical attendance to News Department teletype, photofax and xerox machines; arranging, distributing and filing of wire copy, rundowns and other news associated material; monitoring and logging incoming news programs or news segments; telephone

checking as assigned; arranging for graphics; messenger duties; assisting in answering and placing telephone calls, and other general duties of a similar nature related to the news operation.

- (b)
  - (i) The Company and the Union recognize the desirability of establishing opportunities for Editorial Assistants to obtain training in duties ordinarily performed by Newswriters. This may include the rotation of assignments to different units of operations. It is understood, however, that the Company shall not be obligated to promote Editorial Assistants to regular Newswriter positions, except as may be required by the upgrading provisions set forth below.
  - (ii) As part of their training, Editorial Assistants may perform limited Newswriter duties of a routine nature. In addition, an Editorial Assistant may be assigned to write individual items of greater importance in order to gain experience and be given instruction and criticism.
  - (iii) The duties set forth in the Paragraph above may be performed by Editorial Assistants without upgrading. However, if the Union believes that such additional assignments are being misused to the extent that an Editorial Assistant is regularly performing the general functions of a Newswriter, the Company, after due notice from the Union, will discontinue such practice with regard to such Editorial Assistant, unless when such functions are performed, he or she is upgraded in accordance with the provisions below.
  - (iv) An Editorial Assistant who is temporarily upgraded to a Newswriter position shall be paid for such higher classification during the period of such upgrade for not less than a full tour of duty as follows:
    - 1. If the upgrade is for one (1) or two (2) days in a workweek, the Editorial Assistant shall be paid for such one (1) or two (2) days at the applicable salary scale, plus any applicable commercial writing fees or Producer fees.

2. If the upgrade is for three (3) or more days in a workweek, the Editorial Assistant shall be paid at the applicable salary scale for the week, plus any applicable commercial writing fees or Producer fees for the days on which he or she was actually upgraded.
  3. The upgrading provided in this Paragraph (b) shall not apply to meal period or personal relief unless such relief exceeds two (2) hours in a day.
- 
- (v) An Editorial Assistant who, beginning on the execution date of this Agreement, is upgraded for a total of more than fifty-two (52) weeks, not necessarily consecutive, shall thereupon be reclassified as a Senior Editorial Assistant. It is not the intent of the Company to schedule for the purpose of avoiding such reclassification.
  - (vi) An Editorial Assistant who is temporarily upgraded to a Newswriter position shall be paid the applicable Newswriter rate equal to or next above his or her salary at the time of the upgrade.
  - (vii) An Editorial Assistant who has been upgraded to a Newswriter position on a permanent basis shall, for a period of one (1) year after such upgrading, retain the Unit Seniority of his or her Editorial Assistant classification and the Unit Seniority acquired in the Newswriter classification shall be added to that of the Editorial Assistant classification for the purposes of determining his or her Unit Seniority within the lower grade. In the event of a layoff in the Newswriter classification, such an Editorial Assistant who may be affected because of lack of Unit Seniority in the Newswriter classification shall have the right to transfer on the basis of Unit Seniority to the Editorial Assistant classification at the maximum rate provided therefor. It is understood that this procedure may require the layoff of another Editorial Assistant with less Unit Seniority. After a period of one (1) year in a regular Newswriter position, such "bumping" right shall not be available to the Editorial Assistant and he or she shall have only the Unit Seniority obtained in the Newswriter classification.

7. In filling News or News Special Events Writer vacancies the Company will give consideration to Editorial Assistants who apply to fill such vacancies.
8. Sections 3.5 and 3.6 of the General Articles are modified only to the extent that Editorial Assistants shall be temporary employees for a period of six (6) months from the date of their employment with the Company and shall thereafter be regular employees.
9. The wage rates applicable to Editorial Assistants shall be as follows:

<u>Months</u>	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
0 – 6	\$507.50	\$522.50	\$538.00	\$554.00
6 & Over	\$49.50	\$66.00	\$83.00	\$600.50
Senior Editorial Assistant	\$73.00	\$90.00	\$67.50	\$625.50
Part-time/hr	\$13.89	\$14.31	\$14.74	\$15.18

10. A waiver by either party of any of the terms and conditions of this agreement in any instance shall not be deemed or construed to constitute a waiver of any preceding or succeeding breach of the same or any other term or condition.
11. Except as expressly provided herein to the contrary, this agreement is subject to the terms and conditions of the NABET-CWA-ABC Master Agreement and specifically to the terms and conditions of Article F thereof.
12. This Sideletter shall continue in effect until terminated as follows:
  - (i) Either party shall have the right to terminate this Sideletter at the end of any full year of the term of the NABET-CWA-ABC Master Agreement upon two (2) weeks' prior written notice to the other.
  - (ii) In the event the Company is found by an arbitrator or Impartial Umpire to be in breach of the standards set forth in Paragraph I hereof and/or in the event of a layoff involving NABET-CWA Newswriters at KGO-Radio and/or KGO-TV which shall have the result of reducing the Unit below the number of employees employed at KGO-TV as of



Sideletter CE Cont'd

June 1, 1974, and/or at KGO-AM as of April 21, 1983, NABET-CWA shall have the right to terminate this Sideletter upon two (2) weeks' prior written notice to the Company.

13. All pending grievances and arbitration cases on the matters covered herein will be closed as moot. The closing of any grievance hereunder shall be without prejudice to the position of either party, and practice following the date any such grievance was filed may not be cited in any future case.

Sideletter CF

Stipulation (19) - Rehiring

Notwithstanding the provisions of Paragraph 6(b)(ii) of Stipulation (19), all persons on the respective vacation relief lists in Los Angeles and New York as of December 31, 1980 who remain on such lists in subsequent calendar years shall be rehired in any calendar year not later than any vacation relief employees who are not on the vacation relief list in their respective Company offices.

Sideletter CG

[Deleted.]

Sideletter CH

[No provision.]

Sideletter CI

Traffic Coordinator 6A - Supervisory Functions

In addition to the duties of the Traffic Coordinator set forth in Section B2.2, the Company in its discretion shall have the right to assign to a Supervisory Traffic Coordinator "supervisory" functions of the type performed by upgraded employees in units covered by the Master Agreement other than the "B" Unit.

Sideletter CJ

Traffic Coordinator Remote Assignments

This is to confirm our agreement and understanding that prior to the commencement of any of the remote pickups referred to in Section B2.4, the Company and the Union will meet to discuss the terms, conditions and duration of the required assignment of a Traffic Coordinator to such pickups.

Sideletter CK

[Deleted.]

Sideletter CL

[No provision.]

Sideletter CM

New York Graphic Artists

This will confirm our agreement as to the employment of persons as New York Graphic Artists:

1. The term "employee" as used herein applies to all employees of the Company employed as Graphic Artists in the News Graphic Arts Department and the Production Services Graphic Arts Department in the New York City metropolitan area, excluding all other employees, guards and supervisors as defined in the National Labor Relations Act, as amended.
2. The duties of employees covered hereunder shall include the execution of all graphic arts work done by the employees of the Company in the New York City metropolitan area for TV broadcasting consistent with past practice and shall also include the execution of non-broadcasting graphic arts work consistent with past practice. It is also understood that the Company may subcontract work covered by the preceding sentence consistent with past practice. However, it is further understood that nothing contained in either of the foregoing sentences shall be deemed to confer rights upon either the Company or the Union that neither had prior to the effective date of this Agreement, nor shall anything contained therein be deemed to diminish rights that either the Company or the Union had prior to such effective date.

Sideletter CM Cont'd

Nothing herein shall prejudice the position of either party with respect to its position to its rights on scope or subcontracting prior to such effective date. Subcontracting may not be utilized for the purpose of reducing the staff. Where there may be a question as to the propriety of subcontracting, the matter may be grieved pursuant to the provisions of Section 20.10. The employees described above, except for daily hires, may be upgraded to perform duties that are performed exclusively by NABET-CWA-represented engineers within the other classifications and at the other minimum wage scales set forth in Article A-III of the Engineering Agreement.

3. [Deleted.]
4.
  - (a) If a written work-related complaint about an employee is made a part of the employee's record, such employee will be given the particulars of such complaint in writing. Any written response by the affected employee will likewise be made a part of such record.
  - (b) It is the intention of the Company that air credit will be given on at least one (1) evening program per day, if feasible (otherwise, or if so requested by the Union, a daytime program) to an artist named by the Company actually doing graphic art work on such specific program, provided the Company has the sole and free discretion to give such credit. In addition to the above, if a Graphic Artist has been regularly assigned to execute and prepare graphics work for a Company-produced program and the entire staff of that program receives visual credit on an anniversary program, or a Christmas program of that program series, the Company shall use its best efforts to ensure that such Graphic Artist(s) will receive credit along with the rest of the staff.
  - (c) Prior to the operational use of new equipment, the Company will notify NABET-CWA of its decision to use the equipment in order that any operational problems involved may be discussed.

Sideletter CM-1

[Deleted.]

Sideletter CM-2

[Deleted.]

Sideletters CN through CR

[No provisions.]

Sideletter CS

Short-term Union Leave of Absence

This will confirm our agreement that the following shall be applicable to a NABET-CWA-represented employee who is a participant in the Company's Savings and Investment Plan and who is placed on a short-term leave of absence for Union activity of ten (10) or less working days, and for whom it is reasonably anticipated that such employee will not be on leaves of absence for Union activity for more than a total of thirty (30) working days in any calendar year:

1. Up to a maximum of thirty (30) days in any calendar year, such employee will remain on the Company payroll at his or her base salary during the period of such leave.
2. NABET-CWA will promptly reimburse the Company for the following payments made by the Company during each period of leave while the employee remains on the Company's payroll pursuant to Paragraph 1 above:
  - (a) the employee's base salary;
  - (b) the Company's contribution to the Savings and Investment Plan on behalf of such employee; and
  - (c) other amounts, including but not limited to payroll taxes, which will be paid by the Company as the result of such employee remaining on the Company's payroll during the period of such leave.

The parties agree that nothing in this Sideletter CS shall be deemed to augment, expand or diminish the provisions of Section 13.3, which shall continue to be the only provision in the Master Agreement which grants a right to a leave of absence for Union activity.

Sideletter CT

Sideletter CT

[Deleted.]

Sideletter CU

[Deleted.]

Sideletter CV

New York Desk Assistants

This will confirm our understandings on the following matters concerning New York Desk Assistants:

1. The Company agrees that it will not, for the purpose of defeating or evading this Agreement, transfer responsibility to any third party for any part thereof, nor change its operations, nor transfer its operations, in whole or in part to other places.
2. The Company agrees to provide bulletin boards suitably placed for the use of the Union.
3. The Company recognizes that during the first (1st) week of employment, a new employee may require familiarization with the area of the Company's operations to which he or she is assigned and, subject to reasonable operating priorities, the Company will provide such familiarization. The Company shall make reasonable arrangements to provide the familiarization without creating an excessive amount of overtime for any other employee. This provision is not applicable to temporary employees.
4. In an attempt to resolve the problem of locked space for personal items, it is agreed that each area (e.g., WABC-TV News) in which the Desk Assistants work will be surveyed and every effort will be made to provide lockable storage areas.
5. Desk Assistant duties do not include the performance of personal errands.
6. Scheduling practices in each area shall continue as heretofore; however, the Company agrees to give seniority prime consideration if any employee who has had an "overnight" assignment for more than six (6) consecutive months requests rotation.

7. The word-change in the last sentence of the first paragraph in Article D-II (Duties) from "general duties" to "general clerical duties" is not substantive, and does not change the general duties performed by the Desk Assistants as heretofore.

Sideletter CW  
Editorial Standards

In preparing the text of the 1985-1989 NABET-ABC Master Agreement for printing, it was agreed by the Company and the Union that an attempt should be made to standardize punctuation, capitalization and spelling throughout the Agreement, as well as to cure obvious grammatical and typographical errors which have found their way into the text during past years and which have been inadvertently preserved each time the Agreement has been reprinted.

The following "conventions," have been used in standardizing the text of the 1985-1989 and successor Master Agreements:

No Capitalization:

- "local committee"
- "employee"
- "staff newswriters"

Initial Capitalization:

- "Initiation Fee"
- "Network"
- Holidays specifically named ("Christmas Day")
- "Owned Station"
- Capitalization required by dictionary
- Money numbers ("One Hundred Dollars")
- "Unit," "Unit Seniority" and "Bargaining Unit"
- Specific sections, paragraphs, subparagraphs
- Titles of positions
- "ENG" and other acronyms
- "Local"
- "A.M." and "P.M."

#### Sideletter CW Cont'd

##### Words:

- "videotape" should be "video tape," except when used as a verb
- "re-create," "re-classify," and "re-record," should be "recreate," "reclassify," and "rerecord"
- a "News Writer" should be "News writer"
- "re-engage" should be "reengage"
- "pay check" should be "paycheck"
- "sub-contract" should be "subcontract"
- "push to talk" should be "push-to-talk"
- "work load," "work day" and "work week" should be "workload," "workday" and "workweek"
- "pick-up" should be "pickup"
- "lay-off" should be "layoff"
- "make-up" should be "makeup"
- gender neutralize all pronouns

##### Other Conventions:

- repeat all numbers (not just dollar amounts), but not "once"
- use semicolons in sentences with (i) and (ii), etc.
- numbers of Stipulations always in parenthesis

In addition, questions of grammar and punctuation were resolved in accordance with the rules set forth in A Dictionary of Modern English Usage (2d. edition) by H. W. Fowler and The Elements of Style by William Strunk, Jr. and E. B. White.

None of the changes made in preparing the text of the Master Agreement for printing is intended to have any substantive effect whatsoever. In the unlikely event a dispute arises because either party believes that any such change has inadvertently altered the substantive meaning of a provision of the 1985-1989 NABET-ABC Master Agreement, it is agreed that in the resolution of such dispute, whether by arbitration or by other means, the grammar and punctuation in the predecessor 1981-1985 Master Agreement shall be deemed controlling.

#### Sideletter CX

##### Electronic Newsroom

Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement:

- (1) Persons other than NABET-CWA-represented engineering employees, including but not limited to employees covered by the "F", "K" and "O" Agreements, may operate keyboards and other input devices which are part of an "electronic newsroom" computer system (e.g. "NewStar") or similar computer or computer system, whether used in conjunction with news or non-news material or programs. This operation may include, without limitation, (a) entering material into the memory or storage of electronic character generators and/or recalling such material to air; and (b) entering instructions into the computer system which may control the operation of technical equipment (e.g. for editing, for sequencing and/or triggering the playback of carts directly to air, to direct the movement of cameras, to operate switchers, etc.); and (c) encoding scripts and other material for use in "closed captioning"; and (d) entering and electronically transferring material to electronic prompting devices for any use including during rehearsal and/or broadcast; and (e) loading and unloading disc-packs or any other storage medium used in connection with such computer system;
- (2) With respect to the performance of the duties covered by the "F", "K" and "O" Agreements, in addition to employees covered by the "F", "K" and "O" agreements, the following persons may operate such keyboards and other input devices for the purposes indicated:
  - (a) Persons employed in the News Department at any office of the Company primarily to perform managerial and or supervisory duties, in order to edit or rewrite copy or to prepare a script for broadcast. The News Director, Assistant News Director, Managing Editor or Executive Producer(s) may also write material for broadcast when such writing is not a substantial part of, and is incidental to, their overall managerial or supervisory duties or because of time constraints where NABET-CWA-represented Newswriters are not readily available in sufficient numbers.

It is understood that the performance of the work described in subparagraph a) above is to supplement the assignment of NABET-CWA-represented Newswriters (Newswriter-Producers in San Francisco), and no Newswriter (or Newswriter-Producers in San Francisco) shall be laid off as a direct result of the Company's use of the aforementioned managers to write or edit or rewrite copy under this Sideletter.



Sideletter CX Cont'd

- (b) Persons who, under individual contract with the Company, at any office of the Company, write and broadcast their own material, in order to write, rewrite, edit or otherwise treat or process news material.
- (c) Persons employed to write or otherwise prepare news material, in order to write, rewrite, edit or otherwise treat or process news material intended for primary use by other than the Owned Station(s) or Network facility in San Francisco, Chicago or Los Angeles at which such material may also be utilized.

In addition, persons covered by (a), (b) and (c) above may also remove, distribute and otherwise handle any printed output produced.

- (3) The computers and computer systems referred to herein are not technical equipment under this Agreement. Further, nothing in this provision shall alter or affect the rights presently enjoyed by the Company with respect to the operation of an "electronic newsroom" computer system or any similar system by persons other than NABET-CWA-represented employees.

(See Sideletter FE.)

Sideletter CY  
Scheduling

Notwithstanding the Award of Impartial Umpire Benjamin Roberts in Case No. AN 69-89, which is hereby deemed null and void, and notwithstanding any other arbitration awards, grievance settlements, past practices, or provisions of this Agreement to the contrary, persons not covered by the Master Agreement may perform any scheduling function in any office or location of the Company.

Sideletter CZ  
NewsOne

Notwithstanding the Award of the Impartial Umpire in AWA 86-1 or any other arbitration awards, grievance settlements, practices, or provisions of the Master Agreement to the contrary, any work or functions required to be performed in connection with the Company's television affiliate news cooperative service(s) (presently called "NewsOne") may be assigned, at the discretion of the Company, either to NABET-CWA-represented employees or to persons not covered by the Master Agreement.

However, in any Company facility in which NABET-CWA-represented engineers are otherwise assigned, which facility is located in an office of the Company as defined in Section 11.4, any engineering work for the television affiliate news cooperative to be performed in such facility will be assigned to NABET-CWA-represented engineers.

Sideletter DA

Host Broadcaster

When ABC Sports produces Network television coverage of an event originating within the Continental United States that is likewise covered by another producer who is providing international coverage of the same event, or coverage in a medium other than Network television, and is designated or considered the "host" broadcaster of the event, the Company may augment its own coverage of the event by accepting a feed(s) of such coverage from the "host."

Such a feed(s) may be received as an input(s) to the ABC switcher and/or audio console, or on video and/or audio tape, whichever may be more practicable under the circumstances.

Sideletter DB

Program Origination

As the result of changes made in Sections 7.1 and A2.3 of the Master Agreement during the 1989 negotiations, it is understood and agreed that the Company may now accept for broadcast live and/or taped outside-produced program material, portions of programs (i.e., inserts or segments of any length) or entire programs, which are neither Company television programs as defined in Section 7.1, nor programs produced by the Company or programs produced by others for the Company where the Company has the basic underlying property rights as defined in Section A2.3.

For example, in addition to entire outside-produced programs, the Company may broadcast within a program produced by the Company outside-produced inserts or segments or other outside-produced material, or vice versa.

#### Sideletter DC

#### Sideletter DC Semi-annual Meetings

During the 1989 negotiations, both the Company and the Union expressed their desire to improve the communication opportunities between themselves regarding important matters of mutual concern and, therefore, to create a non-adversary forum which would enable them to engage in an ongoing dialogue during the period between negotiations in order not only to exchange information, but also to identify and discuss significant matters.

To this end, the parties have agreed to meet semi-annually at a mutually-agreed location (e.g., the site of the annual NAB Convention) in order to discuss such items as new developments in broadcasting technology and the industry in general, major engineering construction or renovation projects to be undertaken by the Company, training opportunities for NABET-CWA-represented employees, health and safety issues, benefits, competitive developments and any other matters of general interest which the Company and the Union desire to place on the agenda. The parties expressly understand that, unless otherwise mutually agreed to, specific grievances are not to be the subject of these meetings.

The Company representatives at each such meeting will consist of senior executives from all interested operating areas of the Company and senior members of the Labor Relations Department. The Union representatives will consist of the Presidents of each Local Union or their designees and the Sector President of the Union, and his or her designees. Where the President of the Local Union is not an employee of the Company, a designee who is an employee will be sent in his or her place.

Finally, in order to foster a free and frank exchange of views at these meetings, and particularly in view of the fact that matters proprietary to the Company may be discussed, it is agreed that all discussions held will be deemed "off-the-record" will not be cited in any subsequent grievance meeting, arbitration or other legal proceeding, and will be kept confidential when appropriate.

#### Sideletter DD Health and Safety

During the 1989 negotiations, both the Company and the Union expressed their continuing mutual concern over the health and safety of employees covered by the Master Agreement. To this end, the parties have agreed that Article XXI of the current Agreement will be continued, and that a NABET-CWA representative will continue to be a part of all existing Safety Committees, and will join those Safety Committees formed in the future.

Moreover, because of the Company's commitment to issues of health and safety, the Company shall undertake, commencing May 1, 1989, a complete evaluation of its internal processes, guidelines and procedures with regard to health and safety, and engage whatever internal or external professional assistance it deems necessary in pursuit of these objectives. When this evaluation process is complete, the Company will meet with Union officials at each location in order to discuss the results. Appropriate training of employees in the area of safety at all facilities will, in particular, be reviewed as part of this process.

It is understood and agreed between the parties that the broadcasting industry in general and the Company in particular have legal and moral responsibilities for safety of all employees which should not be taken lightly. In this regard, the Company agrees that, where feasible, any operations manual developed by the Company for all pieces of equipment to which NABET-CWA-represented employees are assigned will, when applicable, contain a section on matters related to safety. The Company further agrees that any such manuals developed will be submitted, upon request, to the Safety Committees convened under Article XXI.

The Company further agrees that it will endeavor to schedule, on an annual basis, a CPR (or comparable) training course which will be made available free of charge to NABET-CWA-represented employees, subject to operational and scheduling requirements at each location. Further, should a NABET-CWA-represented employee complete a Red Cross (or other comparable first aid agency) life-sustaining course of training off-premises on his or her own time, the Company, upon receipt of proof of course completion, will reimburse that employee for the cost of such course, up to a one-time maximum of Fifty Dollars (\$50.00).

The Company agrees to provide upon request an anti-glare screen and/or hood, and/or a wrist support where appropriate, for any video display terminal (VDT) used by any employee covered by this Agreement. In addition, the Company shall endeavor to arrange work stations so that each employee using either a VDT or graphics equipment incorporating a video display (e.g., paintbox), is seated no less than three (3) feet away from the sides and backs of other such equipment in use.

Further, the Company will, upon request, test VDT's and graphics equipment incorporating a video display, used by employees covered hereunder, for non-ionizing radiation. The results of such tests will be made available to NABET-CWA.

Sideletter DE  
Telecommunications

After extensive discussions during the course of the 1989 negotiations with respect to the ordering of transmission facilities for television network news material by non-NABET-CWA-represented satellite desk coordinators assigned to the satellite desk (hereinafter called the News Traffic Desk), it was determined that it would be in the best interests of both the Company and the Union if, in the future, persons assigned to such News Traffic Desk were covered by the terms of the Traffic and Communications ("B") Agreement for the purpose of enabling them to order such transmission facilities. Consequently, it was agreed that:

1. As soon as practicable after the effective date of the new Agreement, the position of satellite desk coordinator on the News Traffic Desk shall be eliminated and shall be replaced by the position Traffic Coordinator covered by the terms of the "B" Agreement.
2. The Company will consider the application of any Traffic Coordinator with a Unit Seniority date of July 20, 1989 or earlier who requests to be assigned to the News Traffic Desk, but the decision whether or not to grant such request shall rest solely with the Company.
3. Traffic Coordinators assigned to the News Traffic Desk shall constitute a separate seniority group from Traffic Coordinators assigned to all other traffic operations for purposes of layoff, rehiring and other provisions where Unit Seniority is applicable.

However, any Traffic Coordinator with a Unit Seniority date of July 20, 1989 or earlier, whether assigned to the News Traffic Desk or any other traffic operation, shall be placed in a Master Traffic Seniority Group, while the News Traffic Desk Seniority Group shall consist of regular Traffic Coordinators hired after July 20, 1989 to work on the news Traffic Desk, and the Network Traffic Seniority Group shall consist of regular Traffic Coordinators hired after July 20, 1989 to work in all other traffic operations. When layoffs of regular Traffic Coordinators in the New York office of the Company are to be made, the following shall apply:

- (a) If the number of Coordinators to be laid off from either the News Seniority Group or the Network Seniority Group is equal to or less than the number of Coordinators in the News or Network Seniority Group, whichever is applicable, the Coordinators in such group will be laid off in inverse order of seniority.

- (b) If the number of Coordinators to be laid off from either Group exceeds the number of Coordinators in the News or the Network Seniority Group, whichever is applicable, after first laying off all Coordinators in the applicable group, the excess shall be laid off in inverse order of seniority from the Coordinators in the other group. If after all Coordinators in both the News and the Network Seniority Groups have been laid off, the number of Coordinators to be laid off still has not been reached, employees in the Master Traffic Seniority Group will then be laid off in inverse order of seniority.

In addition, no Coordinator may be compelled to accept a transfer from one separate seniority group to another. In the event a Coordinator, with his or her consent, elects to accept a transfer all Unit Seniority accrued prior to the transfer shall be retained and his or her Total Company Seniority and Pay Seniority will remain unaffected by such transfer. Nothing herein shall prohibit the Company from temporarily assigning Coordinators to perform work in a seniority group other than the one in which they accrue Unit Seniority.

4. With respect to duties previously performed by satellite desk coordinators assigned to the News Traffic Desk, which duties are not encompassed by the provisions of the "B" Agreement (e.g., ABSAT satellite access coordination, international pool satellite coordination, surveys, etc.), it is specifically understood and agreed that any performance of such duties in the future by Traffic Coordinators assigned to such Desk shall not, under any circumstances, constitute an expansion of existing jurisdiction pursuant to any provision of the Master Agreement, nor shall the performance of such assignments by Coordinators hereunder entitle any such employees to continue to be given such assignments. It is agreed that no claim or dispute involving an assignment made pursuant to this Paragraph, or the failure to make such an assignment, shall be subject to arbitration.
5. Notwithstanding any arbitration awards, letter agreements, grievance settlements or provisions of the Master Agreement or any other agreements to the contrary, with respect to television network news coverage of fast-breaking news stories, when, in the reasonable judgment of the Company, time is of the essence in order to secure the facilities necessary for the origination of the story, news managers not covered by this Agreement may institute the preliminary steps of the ordering process including commitment to initial transmission facilities (but excluding transponders and downlinks, except when packaged with uplink services). It is understood that the continuation and finalization of this ordering process and the coordination of any such transmission facilities, as well as the ordering of additional facilities required

Sideletter DE Cont'd

for coverage of the story, will be performed by Traffic Coordinators in accordance with the provisions of the "B" Agreement.

Sideletter DE

[Deleted.]

Sideletter DG

New York Talent Coordinators - Part-time

This will serve to confirm our agreement and understanding regarding WABC-AM's employment of part-time talent/telephone coordinators for less than eight (8) hours per day. It was agreed that neither NABET-CWA nor the Company may cite WABC-AM's employment for such persons for less than eight (8) hours per day in any negotiation that does not involve the WABC-AM talent/telephone coordinators. It was further also agreed that NABET-CWA would not inaccurately claim in any negotiation that the Company is not permitted to have any NABET-CWA-represented employees scheduled to work less than eight (8) hours a day.

Sideletter DH

New York Talent Coordinators - Studios

This letter will serve to confirm our understanding of the term "permanent studios" in the collective bargaining agreement between WABC-AM and NABET-CWA covering the talent/telephone coordinators employed by that station. In the event that the station's permanent studios, presently located at 2 Penn Plaza, are not available and the station utilizes temporary studios prior to its relocation to its new permanent studios, we would treat the talent/telephone coordinator agreement as being applicable to such temporary studios.

This agreement and understanding is limited solely to the aforesaid circumstance and cited collective bargaining agreement and shall have no application to any other circumstance under this agreement nor shall it have any application to any other collective bargaining agreement between us.

Sideletter DI

Sports Production

In the course of the 1993-97 Master Agreement negotiations there was extensive discussion concerning the involvement of ABC production personnel, such as Directors, Producers, talent, etc., in the production of outside-produced sports

events that originate at remote locations.

The programs discussed have not been produced by the Company nor has the Company had the underlying property rights in such programs as the result of the participation of the foregoing personnel in the production of such events in the manner described.

Based upon the foregoing and the discussions we have had, the Union will not assert during the term of the 2003-2007 Master Agreement that the participation of ABC production personnel in outside-produced events in the manner we have discussed establishes the Company as the "producer" of such programs.

Sideletter DJ

News Producer Assignments

At the discretion of the Company, in Washington and New York, an employee covered by this Agreement may, with his or her consent, be assigned as a producer of news material. Such assignment shall be outside the Union's jurisdiction and/or outside the jurisdiction of the particular Unit in which they are employed. Any individual assigned to produce as set forth above shall be paid a producing fee of no less than Thirty Dollars (\$30.00) a day for each such day of assignment, except that, effective September 27, 2003, employees working under the "A" Agreement shall be paid no less than Fifty Dollars (\$50.00) a day for each such day of assignment. The Company and the Union agree that any such assignments shall not, under any circumstances, constitute an expansion of existing jurisdiction pursuant to any provisions of the Master Agreement, nor shall the performance of such assignments by employees hereunder entitle any such employees to continue to be given such assignments. Except as provided below, it is agreed that no claim or dispute involving an assignment made pursuant to this provision, or the failure to make such an assignment, shall be subject to arbitration.

It is further agreed that an employee assigned as a producer pursuant to this Sideletter will be held to the same standard of conduct and performance as other Company employees employed to perform the same or similar functions, including but not limited to those standards applicable to employees covered within the "F", "K" and "O" units. In the event a NABET-CWA-represented employee assigned to functions under this Sideletter exercises due care and sound judgment in order to meet such standards, the failure to meet such standards shall not be used for the purpose of imposing disciplinary action on such employee.

However, if such employee is responsible for knowingly violating ethical principles, and News Division policy as conveyed to the employee, the Company shall have the right to take all appropriate action, including discipline up to and



Sideletter DJ Cont'd

including discharge. Any such disciplinary action imposed upon a NABET-CWA-represented employee shall be subject to the grievance and arbitration procedure.

Sideletter DK

Computer Systems

1. Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement, persons other than NABET-CWA-represented engineering employees may operate keyboards and other input devices of any kind and any and all equipment which is capable of serving as a channel, source or receiver, whether or not such equipment would otherwise be considered technical equipment under the Master Agreement, which are part of, attached to, or otherwise utilized by or capable of being utilized by a computer system for any purpose, including but not limited to:
  - (a) to playback or record or to order, sequence, process and/or "edit" material (whether such material is in digital or analog form, and whether the ordering, sequencing processing and/or editing is linear or non-linear);
  - (b) to enter and recall alpha-numeric information, such as "lower thirds", supers and graphics in any form and to enter material into and extract material from library systems and to modify information contained in such systems;
  - (c) to direct and/or sequence camera movements;
  - (d) to operate switchers, etc.;
  - (e) to connect via "network" to other computer systems covered hereunder;
  - (f) to connect to and/or utilize digitizing and/or other format conversion systems and or equipment; and
  - (g) to perform any function or process referenced or described in Sideletter CX and not repeated in this Sideletter, whether or not such computer system controls the operation of technical equipment, or substitutes therefor.

2. Computer systems referred to in this Sideletter DK, shall include, but not be limited to the following:
  - (a) any and all present and future components, parts, sections, information sources or channels, processors, receivers, microprocessors, terminals, modems, keyboards and other input devices, telephone lines and other fiber optic and other related communications and data transmission equipment, printers, memory and storage devices and other peripheral equipment (including, but not limited to, audio consoles, monitors, microphones, switches, tape machines, CD players and recorders, patch cords, etc.) regardless of whether or not any of the above is considered to be technical equipment when operated independently of a computer system;
  - (b) Any device, system or component of such system, or network or component of such network (e.g., WAN, LAN, Enterprise Network, etc.) including but not limited to those enumerated in (i) above, or any other transmission, switching, routing or diagnostic equipment used in conjunction with the equipment described in sub-paragraph (1) above, regardless of the topology or method of transport (e.g., ISDN, ATM, Frame Relay, T1, T3, OC-12, FDDI, SONET, etc.) Computer systems, as defined above, shall not be considered technical equipment under the Master Agreement, nor shall they be subject to the provisions of the Master Agreement because they are connected to technical equipment, or because they are used to collect, input and/or process data which controls the operation of technical equipment for the purpose and in the manner described above.
3. The Company may assign NABET-CWA-represented employees to perform duties in connection with computer systems which are not covered by the Engineering Agreement. In no event shall the performance of such duties on such system(s) confer jurisdiction over any work performed on such computer systems.
4. It is expressly understood that nothing in this Sideletter shall prejudice the Company's rights to apply any of the provisions in Section A2.2(b), A2.2(c), A2.2(d) or any other provision of the Master Agreement, including Sideletter CX, in any circumstance where such provisions might otherwise be applicable.

Sideletter DK Cont'd

5. The parties recognize that computer technology is a rapidly evolving science in which new and/or different equipment and technology is added to or substituted for equipment now or previously in use. It is the intent of the parties that the definition of computer systems in this Sideletter DK be construed to encompass all such future technological developments.
6. The provisions of this Sideletter and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the use of such equipment and systems for the purpose described herein.

(See Sideletters DV, EU and FE.)

Sideletter DL  
Teleconferencing

Notwithstanding any other provision of the Master Agreement, arbitration awards, grievance resolutions or practices to the contrary, equipment of the type generally used by businesses and/or consumers when used for teleconferencing which is located and operated in facilities of the Company such as conference rooms, offices, or similar non-studio areas whether on or off permanent Company premises, shall not be subject to Section A2.1 of the Engineering Agreement, nor shall the operation of such equipment in such offices, rooms and areas be subject to Section 6.1, provided that such material shall not be broadcast.

Sideletter DM  
New York "Library" Agreement

In the New York office of the Company, the Company shall not be required to assign employees covered by the Master Agreement to any "library", other than the "main" library located in the basement of 47 West 66th Street. The Company will not use the provisions of this Sideletter to eliminate the "main" library. To amplify the intention expressed in the preceding sentence, the Company will not transfer video tapes presently stored in the "main" library to any other storage facility for the purpose of eroding the number of regular NABET-CWA-represented employees regularly employed in the "main" library.

At the discretion of the Company, at the New York office of the Company, employees covered by the Master Agreement may be assigned to perform library functions in any "library" other than the "main" library located in the basement of 47 West 66th Street which are outside the Union's jurisdiction. The Company and the Union agree that any such assignments, shall not, under any circumstances, constitute

an expansion of existing jurisdiction pursuant to any provisions of the Master Agreement, nor shall the performance of such assignments by employees hereunder entitle any such employees to continue to be so assigned. It is agreed that no claim or dispute involving an assignment made under this Sideletter, or the failure to make such an assignment, shall be subject to arbitration.

Sideletter DN

Digital Cameras and Related Equipment

During the course of the negotiations leading to the 2003 Master Agreement the parties discussed technological advances relating to ENG camera equipment. The Company recognizes and values the unique contributions made by its NABET-CWA-represented ENG crews in the past and is committed to continuing to use them in the future as its primary workforce for such work. However, the parties recognize that due to the technological advances, it may be desirable in certain situations for the Company to have individuals other than NABET-CWA-represented employees gather news material (including sports news material) on assignments in the field in the following cases.

Therefore, notwithstanding any other provisions of the Master Agreement, arbitration awards, grievance resolutions or practices to the contrary, it is agreed as follows:

Any person(s) described below may operate digital camera equipment (e.g., DVX 1000, Sony PD 150, TRV 1000, miniature, or other camera equipment generally marketed as "Consumer" or "Professional Consumer" equipment) and including video phones (or similar devices) in the following situations in the field:

1. As long as camera operation is not such person's overall primary job function, such persons (except interns) may operate such camera equipment on assignments when its use is combined (whether or not simultaneous) with other work or functions such person(s) normally performs (i.e., reporting, producing, newswriting, directing) in relation to the particular material, story or program.
2. In addition to the foregoing, any person (except interns) may operate such camera equipment on any occasion where one or more of the following may be applicable:
  - a. the assignment is an "undercover" news assignment or one that requires the use of a "hidden" or "discreet" camera;

Sideletter DN Cont'd

- b. there is limited access to an event;
  - c. the person(s) has special access to a location or event due to such person's identity or particular involvement in an event, or relationship to a news story or to persons related to such story;
  - d. the person(s) possess(es) specialized knowledge of a particular subject;
  - e. the assignment involves coverage of a sensitive or private event;
  - f. the assignment essentially consists of the maintenance of a video diary;
  - g. the event itself, or the person(s) included in the event, requires that secrecy be maintained or sources protected.
3. It is understood that operation of the equipment referred to herein includes: the operation and attachment of necessary associated equipment, such as, but not limited to, tripods and microphones, and the performance of minor maintenance functions such as, but not limited to, changing batteries.
4. Material obtained by such person pursuant to this Sideletter may be transmitted by such person by any means available to such person in the field, utilizing portable transmitting equipment such as, for example, a "Swe-Dish". The foregoing sentence is not intended to affect either parties' rights with respect to traditional microwave or satellite equipment installed in an ENG or SNG vehicle.
5. The parties recognize that the Company may, at its discretion, also assign NABET-CWA-represented engineering employees to perform some or all of the operation of such camera equipment for programs or productions in the circumstances permitted in (1) or (2) above in addition to or in conjunction with other persons also operating such camera equipment on all or some of the same assignment or same program.
6. NABET-CWA-represented engineers may be assigned to perform news production duties pursuant to Sideletter DJ, whether or not in combination with their normal work functions.

7. No ENG news field engineer (i.e., member of one or two person camera crew) on regular staff as of May 12, 2003 shall be laid off during the term of the 2003-2007 Master Agreement as a direct result of the use of such cameras by other persons in accordance with the terms of this Sideletter.
8. The terms of this Sideletter are without prejudice to the contractual positions of the parties regarding the utilization of digital cameras to gather material in the field and the application of Sideletters CX and DK thereto. The provisions of this Sideletter are applicable only to the equipment, personnel and operations described and any assignments involving the use of such equipment shall not create a precedent or a practice. Moreover, the inclusion of any provisions herein shall not be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement or that it limits or restricts such rights.

Sideletter DO

**Outside Crews and Facilities Rental**

This will confirm our understanding that any Arbitration awards and practices that have developed at any office of the Company of assigning persons covered by the Engineering Agreement to perform engineering duties on behalf of others who gained access to Company studios to record video tape material, for promotional opportunities, on behalf of those others, are no longer of any effect and will no longer be a precedent that will require any such assignment in the future. In addition, the deletion of Section A2.4(b) shall not enable the Company to lease or rent its facilities to others for the production of Company-owned programs, or of a program produced in a Company studio where the Company, while not owning the basic underlying property rights, is the Producer of such program (e.g., "Loving"), without the assignment of NABET-CWA-represented personnel pursuant to the terms of the Master Agreement.

Sideletter DP

**"Retrofit" and "Modular Exchange"**

No arbitration award, grievance resolution, practice or provision of the Master Agreement shall preclude the Company from participating in arrangements with manufacturers to refurbish, modify and/or retrofit technical equipment. In addition, the Company may "trade in" defective or non-functioning component parts, which includes parts the Company determines in its discretion need to be repaired, (such as modules, boards, etc.) with manufacturers in exchange for new or re-

#### Sideletter DP Cont'd

conditioned parts, provided that in all cases, the technical equipment subject to this understanding shall be removed and replaced by NABET-CWA-represented employees, except as may be provided for in Sideletter EI.

The term "manufacturers" shall include, for purposes of this Sideletter, other organizations that act on behalf of the manufacturer to fulfill its service requirements.

The Agreement between the Parties dated December 3, 1958 (video tape equipment) is null and void, and any practices that have developed since that date and the present time are of no further effect and may not be considered by any arbitrator in any case that arises under Section 6.1 of the Master Agreement in which the arbitrator may determine what work or functions have been performed inside or outside the bargaining unit as heretofore.

#### Sideletter DQ

##### Effects of Arbitration Award or Grievance or Arbitration Settlement

When an arbitration award or a grievance or arbitration settlement is rendered void by subsequent contract language and negates the arbitrator's determination or holding or the grievance or arbitration settlement, any practices that have developed in connection with the above in the intervening period shall be of no further force and effect and may not be considered by any arbitrator in any subsequent case for any purpose.

#### Sideletter DR

##### Poindexter Award

*The parties agree that the Decision and Award of Impartial Umpire Wollett in the Poindexter case (San Francisco, March 25, 1992) shall not be precedent and shall not be cited by either the NABET Sector (or any local union) or the Company in any future proceeding of any kind.*

#### Sideletter DS

##### Four-Day Workweek

During the course of the 1993 Negotiations, the parties discussed the feasibility of a four (4) day workweek in certain areas of the Company's operations. The parties recognized, however, that instituting such a program even on a partial basis presents serious operating difficulties and constraints and for this reason is not possible on a broad basis at this time. While the Company expressed an interest in pursuing discussions concerning a four-day workweek, it was agreed that issues

#### Sideletter DS Cont'd

regarding the selection of those employees on such a schedule, and matters relating to the actual scheduling of a four or five day workweek required more discussion and consideration on an operational level at each location which could potentially utilize such a four-day workweek.

To that end, the parties agreed, notwithstanding the absence of a four-day workweek provision in the Master Agreement, that in the event there is mutual interest in a four-day workweek in a particular operation of the Company in any location, that the parties will meet and attempt to work out the mechanics of such a four-day workweek on a local level. It is understood, however, that the decision regarding the institution of a four-day workweek for any particular employee or group of employees in any location or operation is a complicated subject requiring modification of a number of contractual provisions. Therefore discussions concerning the possible implementation of any four-day workweek system requires, in addition to local union officials and local operating management, the participation of officials of the Union as well as appropriate representatives of the Company's Labor Relations Department. Any decision to implement such a program following these discussions must be mutually agreed to, and any such decision on the part of the Company not to agree will not be subject to the grievance and arbitration procedure.

#### Sideletter DT

##### Daily Hire Benefits

This will confirm our understanding concerning those Sections of the Master Agreement providing for a payment in lieu of benefits for daily hires.

In the event the Company is required by law suit, arbitral determination, government regulation, order, et al., or other compulsory process to make contributions on behalf of daily hire employees or to cover such employees in a plan or program for medical, pension and/or other benefit coverage, or if the parties agree to such a program or contribution for daily hires during the term of this Agreement, the costs to the Company of providing such coverage or making such contributions shall, in either case, be offset on a dollar-for-dollar basis against the payment in lieu of benefits to the daily hires as provided in Contracts "A", "B", "F", "K", "O", "P" and "R".

The amount of the individual offset shall be the same as the cost to the Company for providing the additional benefits or making such contribution. In the event the amount of the offset is not precisely calculable, the amount to be offset to provide such coverage shall be determined jointly by the Company's Vice President, Labor Relations and the International President of the Union, or their designees. If they should fail to agree, the matter may be submitted to an Impartial Umpire by



Sideletter DT Cont'd

either party for determination of the appropriate amount to be offset, which is the same as the cost to the Company for providing the additional benefits or making the additional contributions.

Sideletter DU

Stewards/Officers - WABC-TV

Notwithstanding and in substitution for the provisions of Section 2.2 of the Master Agreement, the following shall apply to WABC-TV only:

Section 2.2

- (a) The Company will not transfer or reassign any Shop Steward or any Officer of the Union without prior discussion with the Union and without a bona fide reason.
- (b) The Union agrees to furnish a list of all the respective Local Stewards and Officers to each office of the Company, and to notify the office promptly in writing of any change in the list.

Sideletter DV

Implementation of Sideletter DK

During the negotiations leading to the 1997 and 2003 Master Agreements, the parties discussed in detail the technological changes taking place at the Company's Network and Station operations, as well as future technological advances, which will change the manner and degree to which the Company will continue to employ and utilize employees in the Engineering Agreement Unit. Many of such current and future changes are represented by the language negotiated by the parties in Sideletter DK.

The Union has expressed its concern that in light of the anticipated operational changes, NABET-CWA-represented employees covered by the Engineering Agreement be given opportunities to continue to participate in Company operations, and the Company recognizes the value of providing such employees these opportunities. To that end, the parties have agreed as follows:

1. Sideletter DK gives the Company full discretion in making assignments to non-linear computer editing systems including, but not limited to, AVID, ImMIX, Lightworks and Quantel Editbox which, it is agreed, are included in the definition of computer systems as set forth in that Sideletter. To encourage the Company to assign NABET-CWA-represented engineers to

operate such non-linear computer editing systems, the parties agree that the Company will provide training in the operation of computer systems covered by Sideletter DK to NABET-CWA-represented employees who are currently assigned to perform the work for which such systems will be utilized in order to afford them opportunities to participate in these new technologies. Other employees who are not currently assigned to perform the work for which such systems will be utilized may request the training opportunities described in this Paragraph 1. The Company will give good faith consideration to such requests.

2. At the Network in the New York office of the Company, persons whose full-time exclusive duty is to create sophisticated electronic graphic art utilizing a device covered by Sideletter DK will be employed under the Engineering Agreement.
3. The Company will not take the position that a particular device is covered by Sideletter DK solely because the device incorporates a microprocessor.
4. The Company shall not assign pursuant to Sideletter DK persons not covered by the Master Agreement to perform any of the following functions heretofore performed exclusively by NABET-CWA-represented employees, except that nothing in this Sideletter DV shall be construed to amend or limit the Company's rights in Sideletter GD (i.e., New Technology and Consolidation):
  - (a) operate Network and Station Master Control and Central Switching in Washington;
  - (b) operate Network and Station break studios;
  - (c) program the Network studio intercom systems;
  - (d) edit utilizing non-PC-based linear editing systems (e.g., CMX, ISC, HPE, etc.);
  - (e) perform Network and Station program production control switching except that nothing in this Sideletter DV shall be construed to amend or limit the Company's rights in Sideletter FX (i.e., "Parkervision," etc.);
  - (f) Network and Station camera technical set-up, (excluding "shading" controls, or other normal operational adjustments);

Sideletter DV Cont'd

- (g) perform any ABC Television Network or Television Station Master Control job functions within a 'hubbing' or 'central casting' facility for the ABC Television Network or a television station covered by the Master Agreement, which hubbing or central casting facility is located within a seventy-five (75) mile radius of an office of the Company as defined in Section 11.6.

Notwithstanding the provisions of Sideletters CX or DK, any employee whose overall primary job function for the Company is singly or in combination to perform the following duties set forth in (h)-(j) below, shall be employed pursuant to the Master Agreement.<sup>1</sup>

- (h) TV Station satellite earth station uplink control;
  - (i) operate Network and Station ENG transmission facilities;
  - (j) program the station studio intercom system.
5. Notwithstanding any obligation to assign a NABET-CWA-represented employee pursuant to the Engineering Agreement, if as a result of automation, the functions performed by such employee are rendered redundant, i.e., the job performed by such an employee becomes a function of the equipment and/or no longer requires the assignment of such an employee for the task to be accomplished, the assignment of such employee will no longer be required.
6. Persons other than NABET-CWA-represented employees may be assigned to operate equipment pursuant to Sideletter DK which may interface with equipment utilized in areas to which only NABET-CWA-represented employees are assigned to operate technical equipment. Nothing shall require the assignment of NABET-CWA-represented employees to operate equipment covered by Sideletter DK merely because of an interface between such equipment covered by DK and technical equipment in the above-referenced areas, nor shall any such interface confer NABET-CWA jurisdiction over any such equipment covered by Sideletter DK by virtue of the assignment of NABET-CWA-represented employees in those areas.

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<sup>1</sup> However, nothing herein shall be construed to limit the Company's rights under Sideletters CX or DK, or elsewhere in the Master Agreement, which permit a person to perform any or all of the (h)-(j) job functions provided that the performance of such job functions, singly or in combination, is not such person's overall primary job function.

Sideletter DV Cont'd

7. A Special Committee consisting of no more than five (5) representatives of the Company and no more than five (5) representatives of NABET-CWA will meet to discuss changes in technology covered by Sideletter DK as they may apply to the operations of ABC, Inc. covered by the Master Agreement. The Committee will meet at regular intervals, but not less than every six (6) months, and will discuss technological developments as they are introduced to the industry, as well as their application and effect on the bargaining unit's members. The primary purpose of the Committee will be to exchange information and to avoid disputes where it is possible to do so. The Committee's deliberations will be "off-the-record", but any findings, conclusions and recommendations it may choose to make will be recorded and forwarded to the Company's senior management and the Sector Office of the Union for their information and consideration.
8. Any dispute that may arise with respect to the implementation of Sideletter DK will be referred to the Special Committee for consideration. If not resolved by the Committee, the dispute may be processed under the provisions of Section 20.1 as a National Grievance.

(See Sideletters FE and GL.)

Sideletter DW

Section 14.1

This will confirm our understanding that the Company's proposals in the 1993 negotiations to amend Section 14.1, the discussions on those proposals and the Company's withdrawal of any such proposals shall not be considered a precedent by either party, shall not be cited by either party in any arbitration or other proceeding that may arise hereafter, nor shall any of the foregoing prejudice the position of either party in any issue concerning Section 14.1 that may arise in the future.

Sideletter DX

[Deleted]

Sideletter DY

Painters/Gardeners - Los Angeles

This will reflect our understanding concerning the Company's desire to subcontract work in the Painter and Gardener classifications, the conditions under which such subcontracting may take place and the effect such subcontracting shall have on the employees in the unit.

Sideletter DY Cont'd

1. If fifty percent (50%) of the employees in either the Gardener or Painter classifications\* elect(s) to resign or retire from the Company or leaves such classification voluntarily, or dies, at any time during the term of the 1993 Master Agreement, the Company will have the right to subcontract the work in the classification(s) in which 50% of the employees so employed have elected to resign or retire.
2. The Company will pay to any such Painter or Gardener who elects to resign or retire a special payment consisting of:
  - (a) twenty-six (26) weeks' base pay in the case of employees with less than five (5) years of Company seniority, or;
  - (b) fifty-two (52) weeks' base pay in the case of employees with five (5) or more years of Company seniority. Employees will be required to execute a General release in a form acceptable to the Company as a condition of obtaining the special payment provided for in this paragraph 2.
3. If the Company, upon satisfaction of the conditions set forth above, subcontracts the work in either the Gardener or Painter classification, or both, the Company shall have the right to reassign the remaining employee(s) (if any) to perform duties in the Building Maintenance classification at the following rates of pay:
  - (a) If the remaining employee(s) is a regular Painter or Gardener, he/she will be "red circled" at his/her current rate in the Painter or Gardener classification.
  - (b) If the remaining employee(s) is an employee temporarily upgraded to Painter, he/she shall be classified at the "3 and over" General Maintenance Persons rate.
4. Notwithstanding the foregoing, the special payment provided for in paragraph 2. shall be based upon the rate the employee is receiving at the time of resignation or retirement.

\* This understanding covers two (2) Gardeners, two (2) "regular" Painters and two (2) employees who, as of January 15, 1993, were upgraded to Painter on a regular basis.

Sideletter DZ

**"Unsuitability" - New York Publicists**

With regard to "R" Unit employees, the Company shall be permitted, as an alternative to the Article XIV provisions, to discharge an employee instead for "unsuitability" to perform publicists' duties. In the event the Company should determine to discharge an employee in the Publicists Unit for "unsuitability", it shall notify the employee and the Local Union in advance of taking any such action, and the Company and Local Union shall meet within two business days or at an other mutually agreeable time period to discuss the matter. The Company shall notify the Local Union and the employee of the Company's grounds for its determination of unsuitability. If no resolution shall be reached by the parties regarding such matter, the Company shall be required to put the publicist on probation for 90 days, dating from the time the Local Union was first notified, in order to determine if the "unsuitability" cannot be remedied. In the event the Company shall determine at the end of this 90-day period that such "unsuitability" shall not have been corrected, the Company shall be permitted to discharge the publicist, provided that the Company in so doing does not act in an arbitrary and capricious manner. The Local Union shall have the right to arbitrate whether the Company acted in an arbitrary and capricious manner with regard to any discharge under this Sideletter.

Whenever an employee is discharged pursuant to this "unsuitability" Sideletter, he or she shall receive severance pay in an amount double what he or she would have received pursuant to Article XV of the Master Agreement in lieu of any other severance pay.

Sideletter DZ-1

[Deleted]

Sideletter DZ-2

**Layoffs - New York Publicists**

Article XI shall be applied to employees in the "R" Unit who are hired on or after April 1, 1993, except that in the event of a layoff (reduction in force), employees hired after April 1, 1993 may be laid off out of inverse seniority order, notwithstanding the provisions of Section 11.6 of the Master Agreement. However, no Senior Publicist may be laid off prior to a Junior Publicist in accordance with Section R6.1 of the Master Agreement. Employees subject to layoff under this provision will retain rehiring rights in accordance with Section 11.7 of the Master Agreement.

Sideletter EA

Sideletter EA

[Deleted.]

Sideletter EB

Satellite or Microwave Transmission

The parties acknowledge that consistent with past practice, NABET-CWA's Engineering jurisdiction under the Master Agreement does not include the operation of equipment used to transmit a signal from a pickup which originates outside the Company's studios, except when the Company elects to send a Company-owned or Company-operated leased satellite or microwave truck(s) to transmit the signal.

The foregoing is not meant to eliminate the utilization of transmission engineers or other NABET-CWA-represented engineers (e.g. ENG) in accordance with past practice.

[This sideletter is agreed to be a full settlement of grievance AH 94-30.]

Sideletter EC

Timekeeping Devices

This will confirm our understanding in the negotiations for the successor to the 1993-1997 Master Agreement regarding the Company's proposal to add Sideletter [New #2] - Timekeeping Devices. The discussions on this proposal and the Company's withdrawal of this proposal shall not be considered a precedent by either party, and shall not be cited by either party in any arbitration or other proceeding that may arise hereafter, nor shall any of the foregoing prejudice the position of either party as to any issue that may arise in the future concerning the installation and use for any business purpose of any timekeeping devices.

Sideletter ED

Pre-Audition Rooms

Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement, persons not covered by the Master Agreement may operate and maintain non-studio non-ENG consumer-type cameras and associated equipment (including videotape equipment) to conduct (record and/or playback) single-camera talent pre-auditions in non-studio, non-technical areas.

The Company shall maintain and provide the Union with a current list of the areas where any such talent pre-auditions are held.

Sideletter EE

Aerial or Fixed Remote Cameras

Notwithstanding any other provision of the Master Agreement, arbitration awards, grievance resolutions, practices or any other agreement to the contrary, at a local television station(s), the Company may make arrangements with vendor(s) to supply audio and video material obtained through the use of any type of aircraft (including but not limited to helicopters, planes and blimps) for broadcast. Persons not covered by the Master Agreement may install, remove, operate and maintain all technical equipment which is not owned or leased by the Company and which is located in or affixed to the aircraft and used in connection with the transmission of the audio and video material.

In addition, with respect to cameras mounted on buildings, bridges, tunnels or other fixed locations, any person may install, remove, operate and maintain technical equipment in connection with the transmission of video and audio material from such fixed locations. The foregoing shall apply if such camera(s) is not owned nor leased by the Company.

Sideletter EF

Company Benefits Plans and Programs

Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement:

- I. Participation for regular full-time employees in each of the plan(s) that is part of the "Signature" Program as of March 31, 2003 (Medical, Dental, Long Term Disability Insurance, Employee Life Insurance, Vision, Accidental Death and Dismemberment Insurance, Dependent Life Insurance and Health Care and Dependent Care Spending Account Plans) and other plans or programs referenced in the Master Agreement (e.g., Tuition Contribution, SIP and Business Travel Accident Insurance) or which as of March 31, 2003, NABET-CWA-represented employees have been, or thereafter, are made eligible to participate in, will be subject to and in accordance with the terms and conditions of the plans, including without limitations, eligibility requirements, coverages available and employee/family costs for participation.



Sideletter EF Cont'd

- II. The claim of an employee or of the Union concerning rights under the terms of each of the benefit plans(s) and/or program(s) in which NABET-CWA-represented employees are eligible to participate may be processed in accordance with the grievance procedure in Article XX of the Master Agreement, but shall not be subject to arbitration except by mutual agreement of the Company and the Union. A grievance can be filed under the Master Agreement only after the claims and appeal procedure of the applicable benefit plan(s) and/or program(s) has first been followed.
- III. The parties recognize and agree that the names of some of the plan(s) and/or program(s) referenced in the 1993-1997 Master Agreement were changed as the result of the overall April 1, 1998 revision of benefits, and are conformed in those articles and elsewhere in the successor Master Agreement where cited to reflect the correct names of the plan(s) and/or program(s). In all instances where a conflict might exist between the substantive provisions of any articles of the Master Agreement and the provisions of this Sideletter EF, this Sideletter EF shall prevail.
- IV. The parties acknowledge that as in the past, NABET-CWA-represented part time, per diem, daily hire and temporary employees (except, and only with respect to Signature Medical Plan(s) coverage for temporary employees engaged for fixed periods of ninety (90) days or more), are not eligible and cannot participate in any of the benefit plan(s) and/or program(s) applicable to NABET-CWA-represented regular full time employees.
- V. (1) The parties agree that any and all changes which may be made in each of the Company provided benefit plan(s) and/or program(s) in which as of March 31, 2003, NABET-CWA-represented employees are eligible to participate, as specifically enumerated in the Master Agreement and any sideletters attached thereto, or otherwise as of such date have been, or thereafter, are made eligible to participate in, which changes are applicable to other employees of the Company eligible to participate in such plan(s) and/or program(s), will apply automatically to eligible NABET-CWA-represented employees, on the same basis and subject to the same terms and conditions as are applicable to other Company employees eligible to participate. It is understood by the parties that there shall be no obligation on the part of the Company to bargain with the Union over the decision to make, or the effects of such changes.

- (2) By way of illustration, but not limitation, changes in such plan(s) and/or program(s) may include: modifications in the terms of the plan(s) and/or program(s), including the increasing or the reducing of benefit coverage and/or costs for participation; changes in insurance carriers, HMO's or any service providers; changes in investment procedures, investment options or investment managers; changes in enrollment forms or procedures or any other administrative matters; changes in eligibility requirements; changes in the funding or sponsoring arrangements; termination or discontinuance of the plan(s) and/or program(s) or a part(s) thereof; substitution or replacement of the plan and/or program or merger with another plan and/or program; or creation of a new plan(s) or program(s) which substitute in whole or in part for a previous plan(s) and/or program(s), etc.
- (3) The parties agree that if a new basic and/or optional plan(s) and/or program(s) is introduced in the "Signature" Program for eligible Company participants, NABET-CWA-represented regular full time employees will be allowed to participate in such new basic or optional plan(s) and/or program(s), on the same basis and subject to the same terms and conditions as other employees of the Company eligible to participate in such plan(s) and/or program(s). Conversely, if a basic or optional plan(s) and/or program(s) within the "Signature" Program is modified or deleted, such modification or deletion will also apply to NABET-CWA-represented employees on the same basis as described in the foregoing sentence.
- (4) It is agreed, however, that creation or introduction of a new, separate benefit plan and/or program for other employees of the Company, which plan or program is not included for participants within the "Signature" Program or is not a part, subpart, option or supplement to any other existing plan and/or program in which NABET-CWA-represented employees were prior to such date eligible to participate, shall not apply to any employees covered by the Master Agreement, unless and only to the extent the Company is required by applicable law to provide such coverage, or the Company elects in its sole discretion to offer such plan and/or program to the Union, subject to all of the foregoing provisions of this Sideletter.

Sideletter EG

Sideletter EG

Microphones And Other Audio Devices

Notwithstanding any provisions of the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, any person may attach a microphone(s), IFB(s) or any other audio device(s) of a type generally worn on the body or clothing of talent, guests, interviewees and other persons who are part of the program involved, as well as turn on or off (utilizing a switch on the device), activate (other than by remote control), adjust and remove such devices.

Sideletter EH

Vendor Employees

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary:

1. On any remote assignment, not more than a total of four (4) persons (and in the event an aircraft is utilized, up to three (3) additional persons for each such aircraft) employed by a vendor(s) may be assigned by the Company to operate technical and lighting equipment provided to the Company by such vendor. Further on such remote assignment any person employed by a vendor may set up, knock down, maintain or repair technical and lighting equipment leased from a vendor. On news assignments the preceding two sentences shall not be applicable to the operation of electronic cameras being hand-held or on tripods and associated equipment where such cameras are not tied into central electronics.

Major events (including but not limited to the Super Bowl, award shows, political conventions, etc.) are multiple-assignment events which involve multiple remote sites at the event, or events which require multiple mobile facilities which multiple facilities are used for separate feeds, such as international and network feeds, (e.g., World Figure Skating Championships, Little League World Series, etc.). In such instances the Company is limited to no more than the number of such persons employed by a vendor computed in accordance with the first paragraph of this section 1, except that for persons employed by a vendor and assigned by the Company to operate technical equipment there shall be a maximum of sixteen (16) such persons employed by a vendor(s). For example, at the Super Bowl there may be multiple remote sites such as a pre-game show, the game itself, the post-game show, and additional remote location(s) such as an aircraft carrier in the San Diego Harbor, all of which will constitute separate remote sites. In this

example, there may be a total of not more than sixteen (16) such persons employed by a vendor(s). The Company shall have the discretion to allocate the persons employed by a vendor to operate equipment leased from a vendor at such major events at its sole discretion, provided that the total number of vendor employees does not exceed sixteen (16) employees. Such multiple assignment event shall be distinguished by listing each assigned crew on a separate manpower spreadsheet and/or by assigning any such crew to a separate mobile unit where there is more than one (1) mobile unit on site.

2. On any non-remote assignment, when the Company rents or leases specialized equipment (e.g., virtual studios, cranes, video walls, turntables, etc.) from a vendor, where, as part of the rental or lease, the vendor requires its employees to operate, maintain and/or repair the equipment, or where the vendor's employees possess specialized skill or expertise in the operation, maintenance or repair of such equipment, not more than a total of four (4) persons employed by a vendor(s) may be assigned by the Company to operate, maintain and/or repair such equipment.

#### Sideletter EI

##### **Management Engineering Supervisors**

Notwithstanding any arbitration awards, grievance settlements, practices or provisions of the Master Agreement or any other agreement to the contrary, including but not limited to Sideletter DP, management engineering supervisors may operate technical equipment for the purposes of testing, and/or diagnostic troubleshooting by such supervisors, which may include the removal and/or replacement of modules and/or boards by management engineering supervisors.

Further, management engineering supervisors may perform transmitter maintenance or transmitter site operation functions when such maintenance or operations is not a substantial part of, and is incidental to, their overall management duties, or because of time constraints when qualified NABET-CWA engineer employees are not readily available to perform urgently needed maintenance or on site operations.

No employee on the Company's regular maintenance staff at each local television operation as of March 31, 2003 shall be laid off from the Company's employ as a direct result of the Company's utilization of this provision at that particular local television operation.

#### Sideletter EJ

#### Sideletter EJ Subcontracted Production

Should the Company enter into any arrangement with another company or other organization, the parties agree that the term "subcontracts the production of the programs to others" as used in Sections 7.1 and A2.3(a)(2) shall not be interpreted to include situations in which the Company does not have the right to determine which organization will provide the technical crew. The Company has no obligation to attempt to obtain such right.

#### Sideletter EK Setup/Knockdown

Notwithstanding any arbitration awards, grievance settlements, practices, or provisions of the Master Agreement to the contrary, persons other than NABET-CWA-represented engineers who are employed by another entity or organization may, at a remote location, "set-up" and/or "knock-down" technical equipment utilized in the pickup of a Company program and perform any and all technical work involved in the "set-up" and "knock-down" of such equipment if such set-up and/or knock-down is performed by such other persons in conjunction with, and reasonably contiguous in time to, a pickup for such other entity or organization, or such equipment is part of a permanent installation at any remote location.

*The Award in AN 69-17, et al. is null and void.*

#### Sideletter EL Talent Recording

Notwithstanding any other provisions of the Master Agreement, arbitration awards, grievance resolutions or practices to the contrary, persons employed by the Company as television announcers, reporters, or performers may operate technical equipment in connection with the recording for broadcast and playback for rehearsal and/or review of the audio material voiced by them.

#### Sideletter EM Change of Names

Throughout the Master Agreement, the name "Capital Cities/ABC, Inc." shall be changed to "ABC, Inc., a wholly owned subsidiary of Disney Enterprises, Inc., a wholly owned subsidiary of The Walt Disney Company, Inc."

The name "National Association of Broadcast Employees and Technicians" shall be changed to "The National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO (NABET-CWA)".

Sideletter EN

**KGO-TV and KGO-Radio Conditions**

Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement, the following provisions of the Master Agreement shall be modified as they apply to employees employed at the Company's owned television and/or radio stations in San Francisco:

- I. In lieu of Section 8.1 of the Master Agreement, the following shall apply:

Section 8.1 A regular work day is defined as consisting of not less than eight (8) hours in any work day, which shall be computed by totaling the number of hours between the time an employee reports for work and the time of completion of the employee's duties for such work day, excluding the meal periods where applicable. A tour of duty starting in any day and continuing into the following day shall be considered as one (1) tour of duty and attributed to the first (1st) day.

In lieu of Section 8.4 (Long Tours) of the Master Agreement, the following shall apply:

Section 8.4 (a) If an employee works more than eight (8) hours in any single tour, excluding the meal periods, he or she shall be paid for all the hours of work in excess of eight (8) at time and one-half (1-1/2) times the regular rate of pay. Compensation for this excess time shall be in addition to any base pay to which such employee may be entitled regardless of the length of the tour in question. For example, an employee, who in any regular work week works four (4) nine (9) hour tours and one twelve (12) hour tour will be compensated at the employee's base pay for such work week plus three (3) hours at one and one-half (1-1/2) times the employee's regular rate of pay.

[Subsection 8.4(b) remains unchanged.]

Sideletter EN Cont'd

- II. In lieu of Section 10.1 of the Master Agreement, the following shall apply:

Section 10.1 An employee who works at any time between the hours of 12:00 Midnight and 6:00 AM shall be paid a night shift differential of fifteen percent (15%) of his or her straight-time rate of pay for each such straight-time hour worked, and a differential of twenty-two and one-half percent (22-1/2%) of his or her straight-time rate of pay for all overtime worked between such hours.

(See Statement of Interpretation and Sideletter GT.)

- III. [Deleted.]

(See Sideletter GT.)

- IV. In lieu of the current Article A-III, substitute the following for NABET-CWA represented employees employed at either KGO-TV or KGO-AM.

Section A3.1

- I. Effective August 9, 2003, preceding Paragraphs 1 and 2 of its Sideletter EN shall be deleted and replaced with the following:

Groups for purposes of classification and minimum wage scales for regular employees shall be as follows:

**Group 1A - Radio and Television**

Audio Operator 2

Utility

Technical Clerk

Engineers Under Two Years Experience

**Minimum Wage Scale (Per Week):**

<b>8/9/03- 8/6/04</b>	<b>8/7/04- 8/5/05</b>	<b>8/6/05- 8/4/06</b>	<b>8/5/06- 3/31/07</b>
<b>\$1093.00</b>	<b>\$1126.00</b>	<b>\$1160.00</b>	<b>\$1195.00</b>

(See Sideletter GK Paragraphs 8 and 11.)

## Group 5 - Radio and Television

Camera Operator  
 Audio Operator  
 Video Operator  
 Editor  
 VTR Operator  
 ENG/EFP Field Technician/Editor  
 ENG/EFP Field Technician  
 Media Preparations Operator  
 Robotics Operator/Video Shading Engineer  
 LDE  
 Specialty Camera Operator  
 Radio Engineer (5)

## Minimum Wage Scale (Per Week):

8/9/03- <u>8/6/04</u>	8/7/04- <u>8/5/05</u>	8/6/05- <u>8/4/06</u>	8/5/06- <u>3/31/07</u>
\$1207.00	\$1243.00	\$1280.50	\$1319.00

(See Sideletter CC)

## Group 7 - Radio and Television

ENG-EFP Camera Operator/Editor  
 Maintenance Engineer  
 SNG Operator  
 Transmission Engineer  
 Technical Support Supervisor (Radio)

## Minimum Wage Scale (Per Week):

8/9/03- <u>8/6/04</u>	8/7/04- <u>8/5/05</u>	8/6/05- <u>8/4/06</u>	8/5/06- <u>3/31/07</u>
\$1268.50	\$1306.50	\$1345.50	\$1386.00

## Group 8 - Television Technical Director (8)

## Minimum Wage Scale (Per Week):



Sideletter EN Cont'd

<u>8/9/03-</u> <u>8/6/04</u>	<u>8/7/04-</u> <u>8/5/05</u>	<u>8/6/05-</u> <u>8/4/06</u>	<u>8/5/06-</u> <u>3/31/07</u>
\$1359.00	\$1400.00	\$1442.00	\$1485.50

No regular employee on the payroll as of May 12, 2003, will be downgraded from his or her regular classification as of that date as a direct result of the simplification of the job titles contained herein in the negotiations for the successor to the 1997-2003 Master Agreement.

2. The following shall set forth the groups for purposes of classification and minimum wage scales for persons engaged on a daily basis:

**Group 1A**

Audio Operator (2)  
Utility  
Technical Clerk  
Engineers Under Two Years Experience

**Minimum Wage Scale (Per Week):**

	<u>8/9/03-</u> <u>8/6/04</u>	<u>8/7/04-</u> <u>8/5/05</u>	<u>8/6/05-</u> <u>8/4/06</u>	<u>8/5/06-</u> <u>3/31/07</u>
Four Hour	\$109.00	\$112.50	\$116.00	\$119.50
Six Hour	164.00	169.00	174.00	179.00
Eight Hour	218.50	225.00	232.00	239.00

**Group 5**

Camera Operator  
Audio Operator  
Video Operator  
Editor  
VTR Operator  
ENG/EFP Field Technician/Editor  
ENG/EFP Field Technician  
Media Preparations Operator  
Robotics Operator  
LDE

## Specialty Camera Operator

(See Sideletter CC)

## Minimum Wage Scale (Per Week):

	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
Four Hour	\$120.50	\$124.00	\$127.50	\$131.50
Six Hour	181.50	187.00	192.50	198.50
Eight Hour	241.00	248.00	255.50	263.00

## Group 7

ENG-EFP Camera Operator/Editor

Maintenance Engineer

SNG Operator

Transmission Engineer

## Minimum Wage Scale (Per Week):

	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
Four Hour	\$126.50	\$130.50	\$134.50	\$138.50
Six Hour	190.50	196.00	202.00	208.00
Eight Hour	253.50	261.00	269.00	277.00

## Group 8 - Technical Director (8)

## Minimum Wage Scale (Per Week):

	<u>8/9/03- 8/6/04</u>	<u>8/7/04- 8/5/05</u>	<u>8/6/05- 8/4/06</u>	<u>8/5/06- 3/31/07</u>
Four Hour	\$136.00	\$140.00	\$144.00	\$148.50
Six Hour	204.00	210.00	216.50	223.00
Eight Hour	272.00	280.00	288.50	297.00

Sideletter EN Cont'd

V. In lieu of the current Section A9.1, the following shall apply:

Section A9.1 It is the intention of the Company to continue the practice of granting a reasonable rest period during television program rehearsals or a reasonable relief period for each job function during an extended television broadcast, such as a football game, whenever possible to do so. Notwithstanding any arbitration awards, grievance settlements, practices or provisions of the Master Agreement to the contrary, nothing shall require the scheduling of, or the payment for, the failure to give any breaks of a fixed duration or frequency.

(See Sideletter EN-1.)

Sideletter EN-1  
San Francisco Conditions

In clarification of the Company's Sideletter EN dated December 11, 1998, the parties agree as follows:

Section IV.2 permits the hiring on or after February 26, 1999, of daily hire employees at the Technician "A" or Technician "B" rates, notwithstanding that the same daily hire employees may have previously worked for the Company on one or more occasions prior to February 26, 1999, at the rates provided for in A3.1. Section 11.5 of the Master Agreement shall apply for purposes of determining the appropriate step on the pay escalator for the Technician "A" or Technician "B" categories for such employees.

Section IV.2(a) Technician "A" shall include all positions to which the employees in job categories enumerated in this section could be upgraded pursuant to any provision in the Master Agreement (e.g., Technician "A" shall include employees working as a Group 7 supervisor pursuant to Sideletter AB).

The 9% differential for any Technical Directors hired on or after February 26, 1999, shall be a minimum. The foregoing paragraphs of this Sideletter shall be deleted effective August 8, 2003.

The provisions of Sideletter EN supersede any contrary arbitration awards, grievance settlements, practices or conflicting provision(s) anywhere in the Master Agreement with respect to employees engaged by the radio and television stations in San Francisco.

Sideletter EQ

Outside Post-Production - Los Angeles

This will confirm that in the Los Angeles office the Company may utilize "outside" post-production facility(s) when it does not have immediately available either the equipment, or, in the Company's sole judgment, engineer(s) with the requisite skill and ability to perform the work required by the Company. Under such circumstances, the Company will not be obligated to assign engineers to such facility for any period of such utilization.

The resolution of grievance AH 82-94 dated April 23, 1983, regarding outside editing is null and void.

Sideletter EP

Non-Covered Businesses

Notwithstanding any arbitration awards, grievance settlements, practices or provisions of this Agreement to the contrary, persons other than NABET-CWA-represented employees may operate equipment, regardless where located, including, but not limited to, equipment otherwise covered by the provisions of Section A2.1, for any purpose which is not within the scope of the exclusive jurisdiction granted in Sections 7.1 and A2.3.

It is understood and agreed that included among the operations and entities excluded from NABET-CWA's exclusive work jurisdiction are (i) any direct broadcast satellite operation or business; (ii) any Videotext or similar operation or business; (iii) any form of cable or other non-over-the-air operation or business, including but not limited to operations similar to CNBC, Cablevision and regional cable news operations; (iv) any subscription or home video business or operation; (v) any computer-based consumer products, operations or businesses, including, but not limited to, CD-ROM, on-line services and the Internet; (vi) products made for initial release on videodisc, videocassette or any successor distribution system to either; or (vii) any technology, operation or business which does not utilize an over-the-air free television delivery system covered under the Preamble to the Agreement.

Sideletter EQ

Promo Review

Notwithstanding any provision of the Master Agreement or any other Agreements, grievance settlements, arbitration awards or practices to the contrary, nothing herein shall prevent any person not covered by the Master Agreement from

#### Sideletter EO Cont'd

operating any equipment used to send and/or receive promotional or related program material (including credits) for the purpose of review by Company executives.

#### Sideletter ER

##### Brittain/Hering Award

*The parties agree that the Decision and Award of the Impartial Umpire in the Brittain/Hering case (AS 95-18 and AS 95-19, February 29, 1996) shall not be precedential and that both the award and the practices referred to in the Award and relied on by the Arbitrator or Union shall not be cited by the NABET-CWA Sector (or any local union) or the Company in any future proceeding of any kind.*

#### Sideletter ES

##### KABC-TV - New Facility

Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or the "P" Agreement, KABC-TV shall be free to assign any person to perform the duties set forth in the "P" Agreement at any new location and at the existing or any future transmitter site including, but not limited to, subcontracting any or all of these duties.

No regular employee employed in the "P" unit as of March 31, 2003 shall be laid off as a direct result of the Company's right to assign any person to perform any duties, including the subcontracting of such duties, set forth in the "P" Agreement at any existing or future transmitter site for KABC-TV.

#### Sideletter ET

##### Training

The Company recognizes the value of a well-trained work force. The technologies utilized in the Company's operations are undergoing vast change. These changes will, in many cases, require employees to improve and upgrade their skills. The Company and NABET-CWA encourage employees under the Engineering Agreement to improve their skills and knowledge by applying their initiative and using all available training resources as described in this Sideletter.

1. (a) The Company will provide those employees who wish to improve their skills and abilities on their own time with the opportunity to use its equipment and facilities consistent with operational considerations. The Company will also give consideration to releasing such employees for training during their working time, provided that operational requirements permit such release. Any release for training during working time shall be in the Company's sole discretion.
  - (b) NABET-CWA-represented Engineering employees assigned to train two (2) or more other NABET-CWA-represented employees will be paid at the Group 7 rate for each tour so assigned by the Company. Any other NABET-CWA-represented employee assigned to train another NABET-CWA-represented employee will be paid at his or her normal rate of pay for each tour so assigned by the Company. It is expressly understood, however, that the Company's assignment of a NABET-CWA-represented employee to train other NABET-CWA-represented employees shall not provide the Union with the basis for any claim that it has established or acquired any jurisdiction by virtue of any NABET-CWA-represented employee being assigned to perform or performing any training duties.
2. During the term of the 2003-2007 Agreement, the Company will continue to operate the New York BO&E Learning Center and will establish additional training facilities and opportunities in the other offices of the Company, as defined in Section 11.4, modeled on the BO&E Learning Center. The objectives of such training facilities will be to have current employees covered under the "A", "B", "F", "K" and "O" Agreements better understand the technological changes expected to be phased into Company operations covered by the Master Agreement, including specifically, the changeover from analog to digital technologies.
3. (a) Engineering employees whose prior job function (i.e., editing) has been combined into the duties of newswriters will be offered the opportunity to learn basic newswriting functions.
  - (b) Employees covered under the "F", "K" and "O" Agreements whose prior job functions have been combined with editing functions will be offered the opportunity to learn basic editing functions.
4. If an employee is interested in participating in a training program, he or she may contact his or her immediate supervisor and request the opportunity to

#### Sideletter ET Cont'd

participate in such program. If there are openings in the program, the Company will make an effort to grant the employee's request to participate, subject to the provisions of Paragraph 1.

5. The support of training shall not constitute any commitment to upgrade or transfer any employee, or to give any employee rights to employment opportunities greater than those expressly set forth in any provision of the Master Agreement.

#### Sideletter EU

##### Non-Represented AVID Editors

Persons employed by the Company who are assigned to operate such non-linear computer editing systems solely to "edit" material covered by the Master Agreement, but who at no time are responsible for the editorial content of the material which they are "editing" (hereinafter "editorial responsibility"), shall be covered by the Engineering Agreement. It is understood that dubbing (including digitizing, copying, cloning and transfers), screening and/or other non-editing functions are not covered by the above, but nothing herein precludes NABET-CWA-represented engineers from being assigned such functions or given some editorial responsibility.

Editorial responsibility is the duty to make a decision(s) and/or a judgment(s) (which decision(s) and/or judgment(s) may include elements of an artistic or creative nature) with respect to the content of material during the process of assembling or producing a program, or any segment thereof, or other material covered by the Master Agreement. The failure to perform, or to properly perform, such duty may result in discipline. The Company's designation of editorial responsibility shall be conclusive for the purpose of determining coverage by the Engineering Agreement. It is agreed that any assignment of NABET-CWA-represented employees to such non-linear editing systems shall not create a precedent or a practice. In addition, any such assignment of NABET-CWA-represented engineers shall not, in and of itself, make the area in which such assignment is performed a technical area, or an area in which NABET-CWA-represented engineers are deemed to be regularly or normally assigned.

The Company agrees that those non-NABET-CWA-represented employees employed by the Company in Los Angeles as of the effective date of the 1997 Master Agreement solely to edit as set forth in the first sentence of the first paragraph in this Sideletter EU will, following ratification of the 1997 Master Agreement, be covered under the Master Agreement. The Union agrees that, in Los Angeles, it will waive any initiation fees which may otherwise be assessed in order for these individuals to join the Union.

Sideletter EV

[Deleted.]

Sideletter EW

New York Technical Director Upgrades

Consistent with the practices at offices of the Company other than the TV Network at the New York office and the Grievance Resolution in AN-01-25, nothing shall restrict the Company's ability to upgrade an engineer to technical director on a daily basis in the New York office of the Company at the TV Network.

Sideletter EX

Retiree Medical Benefits

*In the 1989 negotiations for a new Master Agreement, the parties recognized that because of the rapidly escalating costs of retiree medical coverage, contractual changes needed to be made reflecting the changes that the Company had made generally in retiree medical coverage for all of its employees. The parties agreed at that time that NABET-CWA-represented employees would thereafter receive retiree medical benefits on the same basis as the non-represented employees of the Company and that only those employees who met the eligibility requirements then applicable to non-represented employees would thereafter be eligible to participate. Section 22.4 thereupon became part of the Master Agreement.*

During negotiations for the 1997-2003 NABET-CWA-ABC Master Agreement, as well as the renegotiation of the 2003-2007 Master Agreement, the parties again discussed the subject of retiree medical coverage. As a result of those discussions the parties are in agreement that Section 22.4 of the 1993-1997 Master Agreement shall be continued.

1. Certain NABET-CWA-represented employees employed by the Company as of March 31, 1989, who had reached age 55 and attained at least ten (10) years of service by such date, shall continue to be eligible to receive, upon retirement, medical coverage under the terms of the "ABC Comprehensive Medical Expense Plan" in effect on March 31, 1989, (with Medicare offset). The Company agrees that such coverage for these employees shall continue to apply during the term of the 2003-2007 Master Agreement, notwithstanding any provision or Sideletter to the contrary in the Master Agreement or in any existing, new or modified Company plan, program or policy, except changes required by law.



Sideletter EX Cont'd

2. Certain other NABET-CWA-represented employees employed by the Company as of March 31, 1989, who had reached age 45 or whose age and service equaled at least 55 by such date, and retire at age 55 or older under the retirement plan applicable to NABET-CWA-represented employees shall continue to be eligible to receive medical coverage under an arrangement different from the one described in paragraph 1 above. The terms of the retiree medical coverage applicable to this group of employees will continue to be the same as that provided for the non-represented employees of the Company who are eligible to participate.

The Company agrees to continue retiree medical coverage for this specific group of NABET-CWA-represented employees who achieved age 45, or whose age and service equaled at least 55 as of March 31, 1989, during the term of the 2003-2007 Master Agreement, notwithstanding any provision or Sideletter to the contrary in the Master Agreement, or in any existing, new or modified Company plan, program or policy.

It is understood, however, that the Company may, in its sole discretion, without any obligation to bargain with NABET-CWA, continue to make whatever modifications it deems necessary in the retiree medical coverage provided for in this Paragraph 2. Such possible modifications may include, but not be limited to, deductibles, co-payments and benefits coverage, but may not include any modifying of the age or service eligibility requirements or any termination of retiree medical coverage itself, except as required by law. Any modifications made for NABET-CWA-represented individuals in this retiree medical coverage can only be made on the same basis as for the non-represented individuals eligible for such coverage.

3. Except for the two groups of NABET-CWA-represented employees referred to in paragraphs 1 and 2 above who are eligible for this coverage, all other NABET-CWA-represented employees shall continue to be ineligible for any form of Company provided medical coverage upon retirement from the Company.

Sideletter EY

[Deleted.]

Sideletter EZ  
Voluntary Separation Program

Within ninety (90) days of the effective date of the 2003-2007 Master Agreement applicable to the "A" and "B" Units, the Company will offer the following Voluntary Separation Program to staff NABET-CWA-represented TV network engineers in New York, Washington, DC and Los Angeles, engineers of KABC-TV, KGO-TV, WLS-TV and WABC-TV and traffic coordinators in New York.

Separation Formula

- (i) Employees with at least six (6) months, but less than four (4) years of Total Company will receive eight (8) weeks' base pay.
  - (ii) Employees with four (4) but less than ten (10) years of Total Company Seniority will receive eight (8) weeks' base pay, plus one week of base pay for each completed year of Total Company Seniority.
  - (iii) Employees with ten (10) or more years of Total Company Seniority will receive twenty (20) weeks' base pay, plus one week of base pay for each completed year of Total Company Seniority.
- 
- 1. Acceptance into the Program - The Company reserves the sole right to determine the number and select from among the applicants those employees who will be accepted into this Program based upon its evaluation of its own operational needs.
  - 2. Agreement and General Release - Employees accepted into the Program will be required to sign an Agreement and General Release prepared by and satisfactory to the Company.
  - 3. Employees accepted into this Voluntary Separation Program shall be permitted during the term of the 2003-2007 Master Agreement to apply for future employment opportunities at the Company in either Daily Hire or Vacation Relief positions.

Sideletter EZ Cont'd

4. The Program as set forth herein will be offered during the three (3) month period subsequent to ratification in each affected bargaining unit as provided in the Ratification Protocol dated August 7, 2003. Thereafter, the Company and Union retain the right to negotiate any subsequent or other Voluntary Separation Program in accordance with the terms of Section 11.10 of the Master Agreement.

Sideletter FA

Interpretation of Section 8.6(c)

*The parties agree that the Decision and Award of Arbitrator Arnold Zack (New York, August 26, 1998) is hereby deemed null and void and shall not be cited by either the NABET-CWA Sector of the Union (or any local Union) or the Company in any further proceeding of any kind. Consistent with prior practice the parties agree that in the event of any schedule change covered by Section 8.6(c), the first eight (8) scheduled hours of work shall be compensated at straight time which shall not be increased as a result of Section 8.6(c).*

Sideletter FB

Daily Hire Defined Contribution Plan

Effective September 27, 2003, the Company will pay on behalf of each daily hire employee employed under the "A", "B", "F", "K", "O", "P", or "R" Agreements who has worked more than twenty (20) days in a calendar year, four percent (4%) of the employee's straight time hours worked in that same calendar year, to the Communication Workers of America Savings and Retirement Trust ("SRT") provided that all the following requirements are met by the SRT: (1) SRT is qualified under applicable Internal Revenue Code provisions, (2) SRT complies with all other applicable provisions of law, (3) SRT is self-supporting as to any administrative or other costs, and (4) SRT permits all contributions to be fully tax deductible to the Company. The contributions will be payable by separate check to SRT by February 15 of the next succeeding calendar year provided all of the above conditions are satisfied.

For any bargaining unit that ratifies the Master Agreement by September 26, 2003, in accordance with the Ratification Protocol dated August 7, 2003, the new twenty (20) day threshold shall be applicable for days worked in calendar year 2003 as the basis for the Company contributions in 2004.

Sideletter FC  
News Assignment Managers

During the negotiations for a successor to the 1993-1997 Master Agreement the parties discussed the functions of the Assignment Manager(s) in Chicago, Los Angeles and San Francisco. The parties agreed that the Company could continue, as it has in the past, having Assignment Manager(s) perform any desk functions in each office (e.g., dispatching and talking to crews). It is acknowledged that proposals made by the Company concerning Assignment Managers affecting the "F", "K" and "O" Units during these negotiations were withdrawn by the Company based upon the understanding set forth in this Sideletter.

Sideletter FD  
Flex Plan/401(k) Plan

The Company agrees to make contributions on behalf of daily hire employees to the Entertainment Industry Flex Plan for medical and other benefits, and/or to the CWA 401(k) Plan (on the condition that both Plans are and remain "Qualified Plans" as defined by the Internal Revenue Code or other applicable laws, rules and regulations). Such contributions will be deducted from each individual "daily hire" or "per diem" employee's payment in lieu of benefits as is provided for in the "A", "B", "F", "K", "O", "P" and "R" contracts, or in the case of employees covered by the "T" Agreement as provided for in Sideletter FD-1.

Sideletter FD-1  
Flex Plan/401 (k) Plan

During the negotiations for the 2003-2007 Master Agreement, as specified in modified Articles A14.2 (e), B3.4 (a), F3.11 (a), K3.14 (a), O3.14 (a), P3.3 (a), and R2.2 (a), the parties agreed that the Company will pay daily hire employees a Fifty-five Dollar (\$55.00) a day, (Sixty Dollars (\$60.00) a day effective the first day of the payroll period following June 1, 2006) payment in lieu of benefits. Pursuant to Sideletter FD, the parties also agreed that the Company would make deductions for contributions to the Entertainment Industry Flex Plan ("Flex Plan") and the Communications Workers of America Savings and Retirement Trust ("SRT"). The parties further agreed that the payment in lieu of benefits was intended to pay or defray the cost of benefits of the type provided under the above-referenced plans.

#### Sideletter FD-1 Cont'd

Pursuant to Sideletter FD, the parties have met and have agreed that with respect to the above-referenced Units, the first Ten Dollars (\$10.00) a day of the above-referenced payment in lieu of benefits shall be allocated as a mandatory contribution to the Flex Plan and paid directly to the Flex Plan by the Company on behalf of each daily hire employee entitled to such payment. The mandatory contribution referenced in the preceding sentence shall increase to Fifteen Dollars (\$15.00) a day effective the first day of the payroll period following June 1, 2006. The remaining Forty-five Dollars (\$45.00) shall be paid by the Company to daily hires directly as the payment in lieu of benefits. The parties understand and contemplate that daily hire employees may elect, through payroll deduction, to have further monies (including amounts in excess of the payment in lieu of benefits) allocated and paid by the Company on their behalf to the Flex Plan, and/or the SRT, subject to any limits set forth in the terms of the Plans and/or any applicable laws, rules or regulations.

In lieu of the preceding paragraph, in the case of daily employees covered by the "T" agreement, the Company shall make a Ten Dollar (\$10.00) a day contribution on behalf of such employees directly to the Flex Plan, which contribution shall not reduce the wages paid to such daily employees. In addition, daily employees covered by the "T" agreement are eligible to contribute additional monies, through voluntary payroll deduction, to the Plans set forth above, subject to any limits set forth in the terms of the Plans and/or any applicable laws, rules or regulations.

*[Grievance AH 01-039 regarding "T" Unit compensation is withdrawn with prejudice and the Union agrees not to refile the same.]*

#### Sideletter FE

##### Interpretation of Sideletters CX, DK, DV

Nothing in the Master Agreement, nor any practice, shall require the assignment or reassignment of employees covered by the Master Agreement to operate equipment covered by Sideletters CX or DK, notwithstanding that at other or prior times the same employees have been or will be employed to operate technical equipment, or CX or DK equipment, while working as NABET-CWA-represented employees covered by the Master Agreement.

#### Sideletter FF

##### Personal Services Agreements

The Union agrees that the terms of each individual Agreement in the Master Agreement are minimums. The Company and the Union further agree that nothing

contained therein shall prevent an employee from negotiating a personal services agreement directly with the Company without Union involvement, which personal services agreement shall contain better terms than the minimums provided in the Master Agreement.

The Company shall notify the Local Union, in writing, of any personal services agreements entered into with any NABET-CWA-represented employee. Any individual personal services agreements entered into will be made available to the Local Union by the Company for inspection, and a copy will be made available to the Local Union upon request. The local Union will restrict persons who will have access to these agreements to a "need to know" basis and will keep the identity of the individual and overscale amount confidential. Prior to the inspection by the Union or the release to the Union of any personal services agreement covered hereunder, the parties will sign a confidentiality agreement to this effect.

Sideletter FG

News Producers - San Francisco

Notwithstanding any arbitration awards, grievance settlements, practices, or provisions to the contrary in the General Articles, Sideletters, Stipulations or the "F" Agreement, including, without limitation, F1.1, F2.1 or F3.8, persons employed as producers not covered by the Master Agreement who produce news programs may perform any and/or all of the duties of NABET-CWA-represented Newswriters-Producers in conjunction with the programs, program elements, segments, inserts, stories or pieces of news programs which they produce, or for special news programming. The foregoing shall apply to not more than three (3) specialty and/or segment producers (but not more than three (3) people in total) in any combination thereof. With respect to regularly scheduled Monday through Friday news programs on KGO-TV, the provisions of the first sentence of this Sideletter shall not apply to more than one (1) producer per program, except that program producers may perform all duties of NABET-CWA-represented Newswriters with respect to programs produced by others, which programs are in a single calendar day in an adjacent news block to the particular program produced by another Program Producer, (e.g., the 11:00 PM Program Producer could write for the 6:00 PM news or the 5:00 PM Program Producer could write for the 6:00 PM news but the 11:00 PM Program Producer could not write for the 5:00 AM news on the following calendar day, nor could the 5:00 AM Program Producer write for the 11:00 PM news on the previous calendar day), when: (i) in the Company's sole judgment it is necessary to do so; and (ii) the writing of the program producer does not substitute for the hiring or scheduling of a NABET-CWA-represented newswriter. On weekend programs on KGO-TV (weekends shall be Friday and Saturday or Saturday and Sunday) producers not covered by the Master Agreement may only perform the duties of NABET-CWA

Sideletter FG Cont'd

-represented Newswriters-Producers as set forth above to cover the absence of a NABET-CWA-represented Newswriter-Producer or in a news emergency or special coverage.

Sideletter FH

[Deleted.]

Sideletter FI

**Desk Assistant Duties - Los Angeles**

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, with respect to KABC-TV, any person may perform any Desk Assistant duties.

Sideletter FJ

[Deleted.]

Sideletter FK

[Deleted.]

Sideletter FL

[No Provision.]

Sideletter FM

**Local On-Camera Appearance Rates**

The rates for on-camera appearances in local television programs as set forth in Section 24.3 are as follows:

Program Length	Chicago	Los Angeles	San Francisco
Less Than 30 min	58.00	47.50	55.00
31 to 60 min	74.00	62.00	76.50
61 to 90 min	90.00	76.50	99.00
91 to 120 min	106.00	91.00	121.00

Sideletter FM

Program Length	New York
Less Than 15 min	42.00
16 to 45 min	77.00
46 to 60 min	87.00
61 to 90 min	99.00
91 to 120 min	138.00

The Company agrees to notify NABET of any increases in the foregoing rates.

Sideletter FN

[Deleted.]

Sideletter FO

Legal Effects

To the extent permitted by federal, state and/or local laws or orders, the parties hereby expressly waive wage, hour and other labor laws or orders, such as but not limited to the California state law requiring one day's rest in seven days. Moreover, and in any event, any premiums, penalties or other payments required by the terms of the Master Agreement are intended to be in lieu of, rather than in addition to, any premiums, penalties or other payments required pursuant to federal state and/or local labor laws or orders.

Sideletter FP

SNG Assignment - Scheduling Meals

Notwithstanding any arbitration awards, grievance settlements, practices or provisions to the contrary elsewhere in the Master Agreement, employees who are assigned to operate satellite trucks in connection with television news pickups shall be considered employees assigned to "ENG" for purposes of determining scheduling and meal requirements under the Master Agreement.



Sideletter FO

Sideletter FO  
Regis Promo Settlement

The parties agree that the Agreement between NABET-CWA Local 16 and the Company dated September 27, 1989 (Regis and Kathie Lee promo settlement) and all practices that may have arisen out of that Agreement shall be null and void and of no further force and effect.

Sideletter FR  
Microwave Receive Site Maintenance

Notwithstanding any arbitration awards, grievance settlements, practices or any provision to the contrary in the Master Agreement, any person may perform maintenance work at ENG receive sites and maintenance of related equipment (e.g., receive dish, controller, microwave receiver and transmitters, switchers to route video between receive sites, etc.) previously performed by employees covered by the Master Agreement.

No employee on the Company's regular maintenance staff at each local or Network operation as of March 31, 2003 shall be laid off from the Company's employ as a direct result of the Company's utilization of this provision at that particular network or local television operation.

Sideletter FS  
Sale, Merger or Consolidation

In the event of a sale, merger or consolidation of all or a part of an entity or operation covered under the Preamble of the successor to the 1997-2003 Master Agreement, the Company will give the Union written notice thereof as soon as practicable. Upon request of the Union, the parties will meet as soon as practicable thereafter to discuss and bargain over the effect on the bargaining unit(s) impacted by such sale, merger or consolidation.

Sideletter FT  
Work Week Change

In the event the Company decides to change the regular work week from that set forth in Article 8.2, including 12:01 a.m. Sunday to midnight the following Saturday, the Company may do so on three weeks notice to the Local Union(s) involved, and the Company's posting and scheduling requirements set forth in Article A8.2, as well as any other affected contract provisions, shall be changed accordingly.

Sideletter FU  
DK or CX Equipment

The parties agree to a clarification that no provision of the Master Agreement, any Stipulation or Sideletter (e.g., AB, AB-1, AY) thereto, or any of the separate Unit contracts, imposes any staffing or upgrade requirements in connection with the operation of equipment covered by Sideletters DK or CX.

Sideletter FV  
Sick and Disability Leave

1. Evidence of Disability or Illness

Notwithstanding anything to the contrary in the Master Agreement, practices, arbitration awards or grievance settlements, the Company shall have the sole discretion to require an employee to provide any "evidence of disability" as referred to in Section 26.1(a) for any period of illness or disability. For example, the Company may require physician's notes, physicals by Company designated doctors, etc. Should the Union claim in a particular instance that the Company's requirement(s) of "evidence of disability" violates the Master Agreement, the Impartial Umpire shall sustain the Company's actions unless it is shown that the Company's requirement(s) was arbitrary or capricious.

2. Sick or Disability Leave and Other Laws

Any paid leave, whether sick leave or short term disability leave, taken under the Master Agreement shall also run concurrently with any other leave to which the employee may be entitled, including a leave under the Family and Medical Leave Act, or other state or local laws that might entitle an employee to leave for any illness, child or family care, pregnancy, etc. issues.

3. Use of Sick Leave for Medical or Dental Care

During the negotiations for the successor to the 1997-2003 Master Agreement, the parties discussed the use of sick leave by employees for medical or dental care. The parties agreed that sick leave may not be used for routine medical, dental care or other non-urgent health care matters. An employee shall make a good faith effort to notify his or her management supervisor of routine doctor, dentist, etc. visits promptly after they are scheduled so that the Company may make reasonable scheduling adjustments, if it so desires, to minimize the operational impact that might be related to the employee's absence for such visits.

Sideletter EV Cont'd

4. Renewal of Sick Leave With Pay

In determining whether an employee has been "actively at work" for purposes of Section 26.1 (f), the Company will consider an employee who is on approved leave of absence unrelated to any illness or disability to be "actively at work." Further, in the Los Angeles and San Francisco offices of the Company, an employee who is on "unpaid" sick leave for up to three (3) days in December, because he or she has exhausted paid sick leave under Section 26.1 (c)(1), will be deemed to be "actively at work" for purposes of Section 26.1 (f).

*[The grievance settlement in AH 93-33 and AH 93-34 is null and void, shall be of no further precedential effect and may not be cited or accepted into evidence in any subsequent grievance or arbitration proceeding].*

Sideletter FW

Transmitters

Notwithstanding any provision to the contrary in the Master Agreement or any practices, grievance settlements, or arbitration awards, in cases where the Station's transmitter feeds into a common antenna complex with other television or radio stations, and the primary antenna is off-line (e.g., for maintenance, inspection, or diagnostics), the Station may pool any switch out/back and related assignments with persons assigned by the other stations. The stations will rotate such switch out/back assignments on a basis that will assure that the Company's engineering employees will handle a fair proportion of the pool assignments covered by this paragraph.

The Station will keep a record of the pool assignments made pursuant to the immediately preceding paragraph and will show which assignments were handled by persons assigned by other stations.

The parties recognize that in connection with the above-described pool, it is possible that persons engaged by pool participants (whether or not Company employees) may be required to perform recovery work with respect to transmitters and related equipment (whether or not the Company's) utilized by other stations and take direction or give direction to other stations' personnel.

Sideletter FX

Production Control Automation

- I. Notwithstanding anything to the contrary in any arbitration awards, grievance settlements, practices, or provisions in Article A-IV or elsewhere in the General Articles, Sideletters, Stipulations or any of the Individual Articles in the Master Agreement, the following shall apply where the Company utilizes computer equipment covered by Sideletters DK or CX (e.g., Parkervision) to restructure television control room functions and responsibilities so that directorial duties and technical production duties (e.g., production control switching, graphics, camera operations and audio functions, etc.) are or may be combined:
  - A. Any person(s) may be assigned to perform the new combined duties described in I. above.
  - B. The Company's collective bargaining agreements as of May 12, 2003 with the Director's Guild of America covering its local television station operations in New York, Los Angeles, San Francisco and Chicago, permit the assignment of Directors and Associate Directors to "Parkervision"-type production switching duties referred to in I. above.
  - C. Where the Company does not assign a Technical Director to perform the combined duties described in I. above, and another person(s) is assigned pursuant to I. A. above, (e.g., Director or Associate Director), no Technical Director need be present or assigned for any reason to the program or production concerned, including, but not limited to, set up, knock down, giving work instructions or assignments to NABET-CWA or other union-represented employees working on the production, etc. Further, such person(s) will have all of the operational authority and rights of a Technical Director to the same degree as if a Technical Director had been assigned. Nor shall any engineer need to be upgraded for any reason relating to the absence of a Technical Director for such program or production.
- II. The Company recognizes the high degree of skills, ability and experience of its production Technical Directors and the important role they have played in our operations. For that reason, the Company is committed to attempt to find ways to include Technical Directors in the opportunities to perform such new combined directorial and production switching duties utilizing Sideletter DK or CX technology in the "Parkervision"-type operations described herein.

Sideletter FX Cont'd

- III. Since at the Company's network and station operations covered by the Master Agreement the Directors Guild of America has exclusive jurisdiction over the exercise of directorial judgment, control and duties, any such "Parkervision" type combined assignments to a Technical Director at the network or stations will necessarily require that person to perform duties partially within the exclusive jurisdiction of the Director's Guild of America. Such a hyphenated arrangement raises difficult and complicated issues concerning membership, rates of pay, scheduling, benefits and other terms and conditions of employment since the Technical Director would be working simultaneously under two different collective bargaining agreements. Such issues need to be addressed before assignments to Technical Directors can be made under such a hyphenated arrangement.
- IV. In an effort to resolve the challenges presented so that the Company's Technical Directors can be offered these opportunities, in addition to Directors and Associate Directors, it is agreed as follows:
- A. The parties agree to establish a Production Control Automation Committee consisting of an equal number of representatives from both NABET-CWA and the Company.
  - B. Within 90 days following the ratification of the successor to the 1997-2003 Master Agreement the Company will use its good offices to facilitate a meeting with the Director's Guild of America. The Company's goal in that meeting shall be to obtain agreement among the DGA, NABET-CWA and the Company on a single set of terms and conditions of employment (i.e., minimum scale, scheduling rules, vacation pay, benefits, seniority, union security, etc.) that would afford Technical Directors the opportunity on those occasions when assigned by the Company to perform "Parkervision"-type duties.
  - C. If all issues are not resolved in a single meeting, the Company agrees to call additional meeting(s) among the DGA, Union and the Company as may be useful and productive in resolving the challenges presented in assigning Technical Directors to the combined-hyphenated work described herein. The Company agrees that it will make all reasonable efforts to resolve difficult matters such that Technical Directors may be assigned to this work.
  - D. Any such resulting assignments to Technical Directors that may materialize from an accord among NABET, the Director's Guild and the company will be non-jurisdictional in accordance with paragraph 3 of Sideletter DK.

- V. Where "Parkervision"-type technology will be used at any ABC Network News broadcast operations in New York or Washington during the term of the 2003-2007 Master Agreement, in a traditional control/room configuration of a Director and another person to do the production switching, if such other person has as his or her overall primary job function for the Company the responsibilities of production control switching, the other person assigned will be a NABET-CWA-represented Technical Director. Such assignment, however, shall be on a non-jurisdictional basis in accordance with Paragraph 3 of Sideletter DK.
- VI. Whenever training begins within each of ABC's television operations for "Parkervision"-type equipment, Technical Directors will be included.

Sideletter FY

Wash Up Pay

In conformance with the practices elsewhere in the Company, it is agreed that in Los Angeles employees are not entitled to "wash up" pay nor pay for checking their schedules at the completion of their shift.

*[The grievance in AH 99-13 is hereby withdrawn with prejudice and the same shall not be refiled.]*

Sideletter FZ

"P" Unit

Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or the "P" Agreement, the Company shall be free to assign any person or company any duties that are performed by persons employed under the "P" Agreement in connection with any major or substantial repair, renovation, restoration, upgrading, etc. The Company's right to assign such work pursuant to this Sideletter shall be deemed to include any work where the regular employees employed under the "P" Agreement do not have, in the good faith judgment of the Company, the skills or ability to complete the work in a timely manner, e.g., tenant improvements, janitorial duties.

No regular employee employed in the "P" Unit as of March 31, 2003 shall be laid off from the Company's employ as a direct result of the Company's utilization of this Sideletter FZ.

Sideletter GA

Sideletter GA

Segment and Specialty News Producers – San Francisco

Notwithstanding any provision to the contrary in the Master Agreement or any other agreements grievance settlements, arbitration awards or practices to the contrary, the following shall apply to NABET-CWA-represented Newswriters-Producers employed under the F Agreement at KGO-TV as Segment or Specialty Producers as of May 12, 2003.

1. At the Company's sole discretion, such Newswriters-Producers may be offered the opportunity to continue being employed by the Company as a Segment or Specialty Producer not employed pursuant to the Master Agreement.
2. If the Newswriter-Producer declines such an offer, then the Company may continue to assign such employee to perform Segment or Specialty Producer duties pursuant to the Master Agreement, or may elect, at its sole discretion, to reassign such Newswriter-Producer to newswriting duties pursuant to the Master Agreement.
3. No regular Newswriter or Producer employed under the F Agreement at KGO-TV on the Company's active payroll as of May 12, 2003 shall be laid off from the Company's employ during the term of the 2003-2007 Master Agreement as the direct result of the Company's rights to assign specialty or segment producing duties as provided in Sideletter FG and this Sideletter GA to producers not employed under the Master Agreement.

Sideletter GB

Segment and Specialty News Producers – Chicago and Los Angeles

Notwithstanding any provision to the contrary in the Master Agreement or any other agreements grievance settlements, arbitration awards or practices to the contrary, the following shall apply to NABET-CWA-represented Newswriters-Producers employed at WLS-TV or KABC-TV under the K or O Agreements (as applicable) as Segment or Specialty Producers as of May 12, 2003.

1. At the Company's sole discretion, such Newswriters may be offered the opportunity to continue being employed by the Company as a Segment or Specialty Producer not employed pursuant to the Master Agreement.

2. If the Newswriter-Producer declines such an offer, then the Company, may continue to assign such employee to perform Segment or Specialty Producer duties pursuant to the Master Agreement, or may elect, at its sole discretion, to reassign such Newswriter-Producer to Newswriting duties pursuant to the Master Agreement.
3. No regular Newswriter (including Newswriters assigned to producing duties) employed under the K or O Agreements at WLS-TV or KABC-TV, as applicable on the Company's active payroll as of May 12, 2003 shall be laid off from the Company's employ during the term of the 2003-2007 Master Agreement as the direct result of the Company's rights at WLS-TV or KABC-TV (as may be applicable) as provided in K3.11(e) or O3.11(e) (as may be applicable) and this Sideletter GB to assign specialty or segment producing duties to producers not employed under the Master Agreement.

Sideletter GC

Repair and/or Calibration of Equipment

The parties agree that the Decision and Award of the Impartial Umpire in AS83-2 and AS83-9 (November 17, 1986) shall not be precedential and that both the award and the practices referred to in the Award and relied on by the Arbitrator or Union shall not be cited by the NABET-CWA Sector (or any local union) or the Company in any future proceeding of any kind.

Sideletter GD

New Technology and Consolidation

During the 2003 negotiations for a new Master Agreement, the parties discussed in detail the Company's plans to consolidate the ABC Television Network "News Acquisition" and "Network Distribution" job functions and operations in New York, as defined below, through state-of-the art technological advances and more efficient job combination/work flow configurations. The Company recognizes and values the contributions made by its NABET-CWA-represented "B" Unit Traffic Coordinators and "A" Unit Engineers, who may be affected by such new combined operations, and is committed to continuing to use them, to the extent consistent with the foregoing, under the conditions set forth below:



I. News Acquisition

(a) Non-jurisdictional operation/work preservation

Notwithstanding any arbitration awards, grievance settlements, practices, or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement, persons other than NABET-CWA-represented employees may perform any function within the new combined News Acquisition operation, including but not limited to: (i) planning, scheduling and ordering facilities (including satellite, fiber optic and transmission facilities), (ii) operating any equipment for the purpose of taking in, distributing or transmitting NewsOne, network return feeds, or fast-breaking news material (including but not limited to uplinking, downlinking and internal distribution), except the uplinking of ABC Television Network News programs directly to Network affiliates, and (iii) any work functions which, as of May 12, 2003, were performed by "B" Unit Traffic Coordinators at the News Traffic Desk or in ABSAT. Any employee, however, whose overall primary job function is to issue orders to procure facilities (including satellite, fiber optic and other transmission facilities), from existing inventory or otherwise, for the acquisition of material for ABC Television Network News programs (as distinguished from NewsOne), including live remote originations, elements for stories (bulk video, tracks and sound on tape for editing spots) and complete taped packages, shall be employed under the terms of the "B" Traffic Agreement. In recognition of the parties' mutual desire that all employees in the News Acquisition operation are expected to meet client needs, the parties agree that nothing herein shall be construed to preclude the continued non-jurisdictional assignment of such NABET-CWA-represented employees to interface with various news venues (bureaus, remotes, etc.), production staff, show personnel and newsroom staff, or resell KU satellite space to ABC affiliates, NewsOne clients and ABSAT members, on the basis of whichever employee (represented or non-represented) is available.

- (b) Involuntary Transfers: Without prejudice to either parties' existing contractual rights, the parties agree that involuntary transfers out of the News Acquisition operation shall be permitted up to ninety (90) days after implementation of the News Acquisition Operation. All Unit Seniority prior to the transfer shall be retained.

2. Network Distribution

(a) Non-jurisdictional operation/work preservation:

Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement, persons other than NABET-CWA-represented employees may perform any function in connection with the new combined ABC Television Network Distribution operation, including but not limited to: (i) the planning and control of downlink facilities at affiliates and owned stations, (ii) the scheduling and ensuring of the appropriate use and availability of satellite and other facilities, (iii) the operation of equipment necessary to distribute content to such facilities, (iv) performing release to air functions, (v) any monitoring, system failure and/or recovery functions associated with the foregoing, and (vi) any ABC Television Network distribution functions performed as of May 12, 2003 by "A" Unit employees assigned to Network Master Control and release to air facilities, and "B" Unit Traffic Coordinators assigned to Network Traffic. Notwithstanding the foregoing sentence, any employee whose overall primary job function for the ABC Television Network is singly or in combination to: (i) monitor the play list from a release to air facility that has a Master Control switcher; (ii) route the output of a channel switcher to the appropriate uplink; (iii) perform satellite network control functions; or (iv) perform the remaining central switching functions, in connection with such ABC Television Network Distribution operation, shall be employed under the terms of the "A" Engineering Agreement. Nothing herein or any operational practice that may develop hereunder shall give rise to any jurisdictional claim over content streams combined with ABC Television Network material (e.g., "multiplexed" streams).

(b) Temporary Traffic Coordinator Assignments:

The provisions of the "B" Agreement shall continue to apply to any "B" Unit Traffic Coordinator temporarily assigned to the Network Distribution operation.

3. Upon implementation of the Network Distribution operation, Stipulation (6) (Rotating Watch - New York Master Control) shall no longer apply. Prior to the elimination of the rotating watch, the Company and Union will meet for the Company to explain scheduling arrangements related to the Network

**Sideletter GD Cont'd**

Distribution operation. Nothing in the foregoing sentence shall preclude the Company from exercising its right to schedule.

4. The Union shall and hereby does withdraw grievance No. AN-02-28 (ABSAT/NewsOne Assignments) with prejudice and agrees not to refile the same.
5. The assignment of NABET-CWA-represented employees to any duties in connection with the News Acquisition or Network Distribution operations under circumstances not encompassed within the second sentences of Paragraphs 1(a) and 2(a) above, shall not under any circumstances constitute an expansion of existing jurisdiction pursuant to the Master Agreement. Nor shall the performance of such assignments by "A" Unit Engineers or "B" Unit Traffic Coordinators entitle any such employees to continue to be given such assignments. It is agreed that no claim or dispute involving an assignment made pursuant to this paragraph, or the failure to make such an assignment, shall be subject to arbitration.
6. The terms of this Sideletter are without prejudice to the parties' contractual rights contained in other provisions of the Master Agreement, including but not limited to CZ, CX and DK. The provisions of this Sideletter are applicable only to the work functions and operations described.

**Sideletter GE**

**Sutro Tower**

Notwithstanding any provision in the Master Agreement or any other agreement, grievance settlement, arbitration awards or practices to the contrary, any person may perform any engineering maintenance, operations or any other duties at the Sutro Tower (or subsequent transmitter facility, if any) as determined necessary or convenient by KGO-TV management.

No employee on KGO-TV's regular maintenance staff as of March 31, 2003 shall be laid off from the Company's employ as a direct result of the Company's utilization of the Sideletter.

**Sideletter GF**

**Direct Deposit**

Any NABET-CWA-represented employee, regular, daily hire, vacation relief or part-time, may elect to receive his or her paycheck by direct deposit in accordance with the provisions of the policy.

Sideletter GH

Section A2.2(e)9 Network and Local Station Newsgathering

During the negotiations for the successor to the 1997-2003 Master Agreement, the parties discussed the long-standing and varied practices and interpretations of the Master Agreement at Network News operations and at each of the owned television stations covered by the Master Agreement. The parties agreed to add new Section A2.2(e)9 in order to confirm these Master Agreement interpretations and practices.

Accordingly, any grievance filed at each Company office that disputes the Company's rights set forth in new Section A2.2(e)9 are hereby withdrawn with prejudice and the Union agrees not to refile the same. The grievances include but are not limited to AH01-45 and AH03-02.

Within sixty (60) days following notice of ratification of the Master Agreement, the parties shall meet at the New York, Los Angeles, Chicago and Washington, DC Network News operations, and at KABC-TV, KGO-TV, WABC-TV and WLS-TV to review in detail the past practices and interpretations of the Master Agreement referred to in Section A2.2(e)9. The parties acknowledge that there may be different facts and circumstances at each station or each Network News operation, and that the intention in new A2.2(e)9 and this Sideletter is to recognize and confirm whatever the relevant contractual interpretations and practices may be at each Network News operation or station. As part of these discussions, the Company reiterates that it will provide notices to the Union as required in the appropriate sections of the Master Agreement.

In confirming such practices the parties recognize that the ebb and flow of news that may impact Network News operations and each station's news coverage will necessarily result in greater or fewer instances of work covered by A2.2(e)9. The parties agree to confirm such practices to guide operations under that Section with reference to the long-view and not for any particular week, month or year.

Sideletter GI

Los Angeles and San Francisco 8.10(c)

The following shall be applicable only in the Los Angeles and San Francisco offices of the Company. In the Los Angeles and San Francisco offices of the Company, the Company has argued and some Impartial Umpires have agreed in arbitration decisions, that the Company need not send a notice pursuant to Section 8.10(c), unless the notice involved changes that might result in an increased workload, physical or mental strain or other circumstances referred to in Section 8.10(c) (i) or (ii).

Sideletter GI Cont'd

In the Los Angeles or San Francisco offices of the Company, notwithstanding any provision to the contrary in the Master Agreement or any other agreements, grievance settlements, arbitration awards, or practices to the contrary, the parties agree that the Company is required to send notice, in accordance with Section 8.10(c) of the Master Agreement, in advance of the operational use of new technical equipment or significant change in any established method of operation as provided in 8.10(c) and not merely in cases where the Union may claim that the Company's action will violate Section 8.10(c) (i) and (ii).

Sideletter GJ

Radio Network or Syndicated Programs  
KABC-AM, KLOS-FM, WABC-AM

This will confirm our understanding in the negotiations for the successor to the 1997-2003 Master Agreement regarding the Company's proposal to modify Section T2.1, Sideletter #10 and Sideletter #19 [New]. The discussions on this proposal shall not be considered a precedent by either party, and shall not be cited in any arbitration or other proceeding that may arise hereafter, nor shall any of the foregoing prejudice the position of either party as to any issue that may arise in the future concerning Network or Syndicated programming that originates from the studios of KABC-AM, KLOS-FM and/or WABC-AM.

Sideletter GK

Effect of "A" Unit Rate Compression

The parties agree to the following, all of which are effective August 9, 2003, in connection with "A" Unit Rate Compression:

1. There shall no longer be any pay escalators. As a result, Article 11.5 relating to Pay Seniority shall no longer apply to "A" Unit Engineers.
2. The Settlement Agreement dated August 9, 1996 resulting from the Award of Impartial Umpire Christine Knowlton, relating to "A" Unit Daily Hire pay progression, and all practices that may have arisen out of that Agreement, shall be null and void and of no further force and effect.
3. The following Sideletters or sub-sections thereof shall be deleted: AB (sub-sections 3 and 9, 10 and 11), AB-1 (sub-sections 4 and 7), AZ, CM-1, CM-2, CT, CU, EV and FN, and all references thereto in the Master Agreement. Notwithstanding the foregoing, the following sentence from Sideletter AB, subsection 3 shall remain: "The duties of video tape librarians may include the loading and unloading of tape cartridge machines."

4. The Field Utility rates shall apply only to field pickups and only to employees who have worked for the Company twenty (20) or fewer cumulative days. The Company will assign at least one employee at the Utility rate for every four (4) Field Utilities assigned. Only employees who have worked for the Company twenty (20) or fewer cumulative days may be hired as Field Utilities. Employees hired at the Field Utility rate may not be upgraded to higher classifications without the Company thereafter losing the ability to again hire such individuals at the Field Utility rate.
5. Persons hired on a daily basis at the Field Utility rate shall not receive any payment in lieu of benefits.
6. The ten (10) hour rate shall be at the Company's option and shall apply in the field only.
7. The regular rate for those persons hired on a daily basis at the ten (10) hour rate shall be calculated by dividing that rate by ten. Such persons shall be paid for hours in excess of ten (10) in a day or forty (40) in a week at one and one-half (1-1/2) times the regular rate for time worked in quarter (1/4) hour segments.
8. With respect to future hires or engagements at KGO-TV, the under two (2) year rate shall be available at the station's option for studio positions during the first two (2) years of a regular employee's employment with KGO-TV. This is intended as a training rate and will apply during such time period regardless of the studio job function to which the employee is assigned. With respect to employees hired on a daily basis, the under two (2) year rate shall apply until the employee has worked four hundred forty (440) days for the Company.
9. The parties agree to conform relevant contract provisions to compressed classifications and specification of daily hire rates.
10. The Company, at its option, may pay regular or temporary engineering employees for work within the Group 2, Group 5 or Group 7 classifications for up to one (1) year at an in-hire rate of \$950 per week for Groups 2 or 5, or an in-hire rate of \$1,100 for Group 7. This subparagraph 10 shall not apply at KGO-TV.
11. For purposes of determining the length of time the Company can pay an employee the "under two (2) year rate" at KGO-TV set forth in paragraph 8, or the in-hire rates set forth in paragraph 10, a laid-off temporary employee's pay seniority shall include all time worked for the Company in the Unit,

Sideletter GK Cont'd

which was separated by intervals of less than one (1) year.

Sideletter GL  
Grievance Withdrawals

The Union hereby withdraws with prejudice and agrees not to refile all outstanding International grievances and any local grievances raising the same issue to the extent any such grievances have not been settled in full, including but not limited to the following:

AIO-01-03	(Sony Supersuites)
AIO-01-04	(Maintenance Assignments/Training)
AIO-01-05	(Media Center Group 7 Replacement)
AIO-01-06	(Audio/Video Post-Production Lay Off)
AIO-01-07	(CD Burner)
AIO-01-08	(EditStar)
AIO-01-09	(Robotic Cameras)
AIO-01-10	(Computerized Graphic Display Devices)
AIO-01-12	(Non-Linear Editing)
AIO-01-13	(Picture Box)
AIO-01-14	(Computerized Graphic Display Devices)
AIO-02-01	(Sports Record Machines)
AIO-02-02	(Satellite Controller)
AIO-02-03	(KABC Media Center)

Sideletter GM  
Transmitter Engineer Supervisor

Any employee regularly assigned in television as a Group 7 supervisor or a transmitter engineer will be paid Twenty-five Dollars (\$25.00) per week above the minimum Group 7 scale in Section A3.1. Where at any television station there are two (2) or more transmitter engineers, the Company will designate one (1) as the transmitter engineer supervisor and only such supervisor will be entitled to the Twenty-Five Dollars (\$25.00) payment. No employee shall be entitled to any upgrade or additional payment of any kind because of the absence of the supervisor or transmitter engineer (or transmitter engineer supervisor where applicable).

Sideletter GN

## WABC-TV TWO PERSON ENG CREW RATE

During the course of the negotiations for the successor to the 1997-2003 Master Agreement, the parties discussed the discontinuance of the Group 6/3 rotation for two-person crews at WABC-TV in the context of the proposed upgrades to Group 5 and Group 7 for persons assigned to those crews. The parties concluded that because of the unusual circumstances and history of ENG crew assignments at the station, that it was in the mutual interest of the employees, the Station and the Union to provide one single rate in the future to all persons assigned to such crews. As a result, the parties agree to the following rates for staff employees assigned to two-person ENG crews:

## Minimum Wage Scale Per Week:

8/9/03- <u>8/6/04</u>	8/7/04- <u>8/5/05</u>	8/6/05- <u>8/4/06</u>	8/5/06- <u>3/31/07</u>
\$1407.00	\$1449.00	\$1492.50	\$1537.50

The parties arrived at the foregoing rates by taking the average of the Group 7 and Group 5 rates. Persons engaged on a daily basis assigned to two-person ENG crews shall be paid for each day so worked a daily rate equal one-fifth (1/5) of the above-referenced weekly wage scale. The parties acknowledge that employees assigned to two-person crews may during the term of the contract be trained and assigned to edit in the ENG vehicle in the field or in the Station's facilities, and the Company has agreed to the above-specified increased rate in consideration thereof.

On any day where an employee regularly classified at the rate set forth in this Sideletter actually works the majority of his or her entire tour (including overtime) in the field as a one-person crew, such employee shall be paid at the Group 7 wage scale as a daily upgrade. Work as a one-person crew shall include only that period of time when the employee is performing an approved one (1) person assignment, including any loading or unloading time immediately prior or thereafter by that one (1) person only.

WABC-TV agrees to meet with the Union periodically during the term of this Agreement to review and determine whether both parties are complying with the intent of the foregoing language.

The above stated rate agreement shall remain in effect at least during the term of this contract. In connection with negotiations for a successor contract thereto, the parties agree to revisit this issue in negotiations.



Sideletter GO

Sideletter GO  
"O" Unit Daily Hires

The letter of agreement concerning the use of daily hires in the "O" unit dated March 16, 1999 is null and void.

(See Section O3.14(a).)

Sideletter GP  
Sideletter GD Wage Rates

The minimum wage rate for any Traffic Coordinators assigned to the News Acquisition Operation pursuant to Sideletter GD, paragraph 1 (a) shall be \$1377 effective September 27, 2003, further increased one (1) year thereafter to \$1418.00, and further increased one (1) year thereafter to \$1461.00, and further increased one (1) year thereafter to \$1505.00. The foregoing rates, however, shall not be effective until the new News Acquisition operation is fully and completely operational.

Sideletter GO  
ABC-NABET Retirement Plan

I. The parties shall take all steps necessary to require their respective Trustees to adopt the following amendment to the Agreement and Declaration of Trust for the ABC-NABET Retirement Trust Fund ("Trust Agreement") simultaneously with the amendment set forth in paragraph II:

AMENDMENT NO. 1 TO THE  
AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST  
FOR THE ABC-NABET RETIREMENT TRUST FUND

WHEREAS, the Board of Trustees (the "Trustees") of the ABC-NABET Retirement Trust Fund has adopted the Amended and Restated Agreement and Declaration of Trust for the ABC-NABET Retirement Trust Fund (the "Fund"), as amended and restated in May 1999 (the "Trust Agreement"); and

WHEREAS, Article XI of the Trust Agreement provides that the Trustees may amend the Trust Agreement at any time; and

WHEREAS, the Trustees wish to amend the Trust Agreement in the manner set forth herein;

NOW, THEREFORE, IT IS RESOLVED by the Trustees of the Fund that the Trust Agreement is amended, adopted as of September 18, 2003 and effective as of September 26, 2003, as follows:

1. Article I, Section 1: Article I, Section 1 of the Trust Agreement is amended by deleting the existing text in its entirety and replacing it with the following:

The terms "ABC-NABET Retirement Trust Plan" or "Retirement Plan" shall mean the plan, program, method and procedure for the payment by the Trustees of the benefits from the Trust Fund in accordance with the rules and regulations relating to eligibility requirements, retirement age, amount and computation of benefits, as thereafter amended in accordance with its terms.

2. Article II: Article II is amended by deleting the first sentence thereof and replacing it with the following:

The purpose of the Trust Fund shall be to provide, pursuant to the Retirement Plan pension benefits for retired employees and, to the extent so provided in the Retirement Plan, the provision for payment of kindred benefits to retired employees or their beneficiaries.

3. Article III, Section 1: Article III, Section 1 is amended by deleting the first sentence thereof and replacing it with the following:

Except as provided in Article V, Section 1 of this Trust Agreement, the operation and administration of the Trust Fund and the Retirement Plan shall be the responsibility of six Trustees, three designated by the International President of the Union and three designated by any officer of the Company.

4. Article IV, Section 1: Article IV, Section 1 is amended by deleting the existing text in its entirety and replacing it with the following:

The Retirement Plan shall qualify and remain qualified under the provisions of the Internal Revenue Code so that contributions made by the Company to the Trust Fund are tax deductible expenses for the Company and are not taxable income to the employees in the year in which the contributions are made, and so that the Trust Fund is exempt from taxation.

5. Article V, Section 1: Article V, Section 1 is amended by adding the following after the first sentence thereof:

Notwithstanding the preceding sentence or anything in this Amended Trust Agreement to the contrary, except with respect to the Retirement Plan amendment adopted simultaneously with this provision, the Trustees shall not have the authority to adopt any amendment to the Retirement Plan or the Trust Agreement that directly or indirectly affects the level of benefits paid to participants or beneficiaries of the Retirement Plan (including, without limitation, amendments related to the level or subsidization of early retirement or disability benefits, eligibility for normal or early retirement or disability benefits, the benefit accrual formula, percentage of compensation used to calculate benefit accruals, the definition of compensation or pay used to calculate benefit accruals, the addition or modification of benefit changes (ad hoc or otherwise) for retirees and beneficiaries, and the addition or modification of any Retirement Plan feature that could increase projected Retirement Plan benefit costs). With respect to any amendment to the Retirement Plan or the Trust Agreement that directly or indirectly affects the level of benefits paid to participants or beneficiaries of the Retirement Plan (other than this Trust Agreement and Retirement Plan amendment adopted simultaneously with this provision), the Retirement Plan and the Trust Agreement may be amended only in accordance with Section 23.1(e) as set forth in the successor to the NABET-CWA ABC Master Agreement 1997-2003 or any subsequent successor thereto.

6. Article V, Section 5: Article V, Section 5 is amended by deleting the existing text of Subparagraph 5(c) in its entirety and replacing it with the following:

Subject to the limitations of Article V, Section 1 of this Amended Trust Agreement, the Trustees may adopt administrative rules and regulations as they may deem necessary and proper for the administration and operation of the Retirement Plan and shall promulgate the foregoing, provided that none of the administrative rules or regulations shall conflict with the terms of this Amended Trust Agreement or collective bargaining agreements.

7. Article XI: Article XI is amended by adding the following after the existing text thereof:

Notwithstanding the preceding sentence, the Trustees shall not have the authority to amend or modify the second and third sentences of Article V, Section 1 of this Amended Trust Agreement or to adopt any

amendment or modification inconsistent therewith. The second and third sentences of Article V, Section 1 of this Amended Trust Agreement may be amended only in accordance with Section 23.1(e) as set forth in the successor to the NABET-CWA ABC Master Agreement 1997-2003 or any subsequent successor thereto.

- II. The parties shall take all steps necessary to require their respective Trustees to adopt the following amendment to the Pension Plan Text of the ABC-NABET Retirement Trust Plan ("Plan") simultaneously with the Trust Agreement amendment set forth in paragraph I:

AMENDMENT TO THE PENSION PLAN TEXT OF THE  
ABC-NABET RETIREMENT TRUST PLAN  
(as amended and restated through January 1, 2001)

WHEREAS, the Board of Trustees (the "Board") of the ABC-NABET Retirement Trust Fund (the "Fund") has adopted the Pension Plan Text of the ABC-NABET Retirement Trust Plan (the "Plan"), as amended and restated through January 1, 2001;

WHEREAS, Section 9.01 of the Plan provides that the Plan may be amended at any time by the Board;

WHEREAS, the Board has upon due consideration decided to amend the Plan in the manner hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED, THAT, in consideration of the foregoing premises, the Plan is hereby amended as follows, adopted as of September 18, 2003 and effective as of September 26, 2003, except as otherwise provided herein:

1. Section 1.25: Section 1.25 of the Plan is amended by deleting the existing text in its entirety and replacing it with the following:  
  
Plan. "Plan" means this document as adopted by the Trustees and as thereafter amended in accordance with its terms.
2. Section 2.02: Section 2.02 of the Plan is amended, effective January 1, 2004, by deleting the existing text of Section 2.02(a) in its entirety and replacing it with the following:

- (a) A Participant who retires at his Normal Retirement Date shall be eligible to receive a Retirement Payment and shall be 100% vested in his Normal Retirement Payment. For all Participants who retire or terminate bargaining unit employment on or after January 1, 1983 the annual amount of such Retirement Payments shall be 1.2% of the Participant's Final Average Pay multiplied by his total years of Past and Future Service, except as otherwise provided for in Section 2.09.

Notwithstanding the foregoing, for all Participants who retire or terminate bargaining unit employment on or after July 1, 1986, the annual amount of such Retirement Payments shall be 1.35% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective July 1, 1987, for all Participants who retire or terminate bargaining unit employment on or after July 1, 1987, the annual amount of such Retirement Payments shall be 1.42% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 1989, for all Participants and employees on Leave of Absence as described in Sections 5.03(b) and 5.03(c)(i), (ii), and (v) who retire or terminate bargaining unit employment on or after January 1, 1989, the annual amount of such Retirement Payments shall be 1.49% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 1992, for all Participants who have at least one Hour of Service on or after January 1, 1992, the annual amount of such Retirement Payments shall be 1.525% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 1994, for all Participants who have at least one Hour of Service on or after January 1, 1994, the annual amount of such Retirement

Payments shall be 1.60% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 1997, for all Participants who have at least one Hour of Service on or after December 1, 1996, the annual amount of such Retirement Payments shall be 1.68% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 1998, for all Participants who have at least one Hour of Service on or after December 1, 1997, the annual amount of such Retirement Payments shall be 1.79% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 1999, for all Participants who have at least one Hour of Service on or after December 1, 1998, the annual amount of such Retirement Payments shall be 1.91% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 2000, for all Participants who have at least one Hour of Service on or after December 1, 1999, the amount of such Retirement Payments shall be 2.03% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service.

For the purposes of the foregoing calculations, a Participant shall not accumulate credit for more than 35 total years of Past and Future Service. However, effective January 1, 1989, a Participant shall not accumulate credit for more than 37 total years of Past and Future Service. However, effective January 1, 1992, a Participant who has at least one Hour of Service on or after January 1, 1992 shall not accumulate credit for more than 40 total years of Past and Future Service.

Notwithstanding the foregoing, effective January 1, 2004, with respect to all Participants who have at least one Hour of Service on or after December 1, 2003, the annual amount of such Retirement Payments shall be the sum of (i) and (ii):

- (i) 2.03% of the Participant's Final Average Pay multiplied by the Participant's total years of Past and Future Service earned prior to January 1, 2004 (up to a maximum of 40 such years); and
- (ii) 0.65% of the Participant's Final Average Pay multiplied by the Participant's total years of Future Service earned on and after January 1, 2004 (up to a maximum number of years equal to 40 years less the number of years of Past Service and Future Service recognized under subparagraph (i) above).

3. Section 2.02: Section 2.02 of the Plan is amended, effective January 1, 2004, by deleting the existing text of Section 2.02(b) in its entirety and replacing it with the following:

- (b) However, in no case shall a Participant who was hired prior to January 1, 1983 receive Retirement Payments less than that produced by the sum of (i), (ii) and (iii):
  - (i) 1.90% of the Participant's Base Pay for the Plan Year 1978 times his years of Past Service and Future Service prior to January 1, 1979;
  - (ii) 1.90% of the Participant's Base Pay during each Plan Year of Future Service after December 31, 1978 and prior to January 1, 2004; and
  - (iii) 0.65% of the Participant's Base Pay during each Plan Year of Future Service after December 31, 2003.

For any Participant who was on an authorized leave of absence during 1978, the average of his contractual weekly 1978 Base Pay (as stated in the Collective Bargaining Agreement) multiplied by 52 shall be used in (i) above.

However, if a Participant accumulates credit for more than 35 years of Past and Future Service, the amount of Retirement Payment shall be determined on the basis of his last 35 years of such service.

However, effective January 1, 1989, if a Participant accumulates credit for more than 37 years of Past and Future Service, the amount of Retirement Payment shall be determined on the basis of his last 37 Years of such service.

However, effective January 1, 1992, if a Participant who has at least one Hour of Service on or after January 1, 1992 accumulates credit for more than 40 years of Past and/or Future Service, the amount of Retirement Payment shall be determined on the basis of his last 40 Years of such service.

Notwithstanding the foregoing, with respect to a Participant who was hired prior to January 1, 1983, in no event shall the amount calculated under this Section 2.02(b) as of any date be less than the amount calculated under this Section 2.02(b) at any prior date.

4. Section 2.09: Section 2.09 of the Plan is amended, effective January 1, 2004, by deleting the existing text of Section 2.09(d) in its entirety and replacing it with the following:

- (d) The benefit formula for the purposes of determining the annual amount of Retirement Benefit of a Participant, to which Section 2.09(c) applies, shall be equal to the sum of the following:
  - (i) Applicable benefit rate from Section 2.09(c) of the Participant's Base Pay for the week commencing February 2, 1963 times 52 and times his years of Past Service.
  - (ii) Applicable benefit rate from Section 2.09(c) of the Participant's Base Pay during each Plan Year of Future Service to the date his employment ceased under the Collective Bargaining Agreement; provided, however, that the applicable benefit rate shall be no greater than 0.65% for each year of Plan Year of Future Service on



or after January 1, 2004 until the date the Participant's employment ceased under the Collective Bargaining Agreement.

5. Section 9.01: Section 9.01 of the Plan is amended by deleting the first sentence thereof and replacing it with the following:

Except as provided in this Section 9.01, this Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. Notwithstanding the preceding sentence or anything herein to the contrary, except with respect to the Plan amendments adopted simultaneously with this provision, the Trustees shall not have the authority to adopt any amendment to the Plan that directly or indirectly affects the level of benefits paid to participants or beneficiaries of the Plan (including, without limitation, amendments related to the level or subsidization of early retirement or disability benefits, eligibility for normal or early retirement or disability benefits, the benefit accrual formula, percentage of compensation used to calculate benefit accruals, the definition of compensation or pay used to calculate benefit accruals, the addition or modification of benefit changes (ad hoc or otherwise) for retirees and beneficiaries, and the addition or modification of any Plan feature that could increase projected Plan benefit costs). With respect to any amendment to the Plan that directly or indirectly affects the level of benefits paid to participants or beneficiaries of the Plan (other than the Plan amendments adopted simultaneously with this provision), the Plan may be amended only in accordance with Section 23.1(e) as set forth in the successor to the NABET-CWA ABC Master Agreement 1997-2003 or any subsequent successor thereto.

AND BE IT FURTHER RESOLVED, THAT the Trustees hereby direct the Plan Administrator (or its delegate) to distribute, no later than November 1, 2003, a notice to participants (and all other legally required persons or entities) that satisfies the requirements of Section 204 (h) of ERISA and Section 4980F of the Internal Revenue Code of 1986 (and any regulations issued under either of them) with respect to the modifications made herein;

AND BE IT FURTHER RESOLVED, THAT in the event that such a notice is not distributed by November 1, 2003 as set forth above, the Trustees hereby irrevocably appoint the Company as their agent responsible for approving and distributing such notice.

III. Mandatory Adjustment to Pension Formula.

For purposes of this paragraph III, the following terms shall have the following meaning:

"PMVA" shall mean the projected market value of assets at 12/31/2006 determined in accordance with subparagraph C, below;

"PVFC" shall mean the projected present value of future contributions as of 12/31/2006 determined in accordance with subparagraph D, below;

"PVFB" shall mean the projected present value of future benefits as of 12/31/2006, determined in accordance with subparagraph E, below; and

"PVFE" shall mean the projected present value of future administrative expenses as of 12/31/2006, determined in accordance with subparagraph F, below.

A. Amount of Increase in Pension Formula

If, based on the stipulated assumptions and methods set forth in subparagraphs C, D, E and F, below, the sum of PMVA plus PVFC exceeds the sum of PVFB plus PVFE, then the bargaining parties shall amend the Plan, effective December 31, 2006, to increase the benefit accrual rate set forth in Sections 2.02(a), 2.02(b) and 2.09(d)(ii) of the Plan solely with respect to Future Service earned after December 31, 2003 and before January 1, 2007 from 0.65% to such benefit accrual rate which, if applied to all Future Service earned after December 31, 2003, would result in an increase in PVFB, such that the sum of PMVA plus PVFB would equal the sum of PVFB plus PVFE. Such benefit accrual rate shall apply only to active participants in the Plan who are active employees of the Company (or employees of the Company treated as though they are in active employment under Section 5.03(a) or (b) of the Plan) as of December 31, 2006. Such benefit accrual rate shall be rounded to the nearest .01%. However, in no event shall such benefit accrual rate exceed 1.68%. Except as provided in subparagraph (B) below, the benefit accrual rate set forth in Sections 2.02(a), 2.02(b) and 2.09(d)(ii) of the Plan will remain at 0.65% with respect to Future Service earned after December 31, 2006.

**B. Amount of Decrease in Pension Formula**

If, based on the stipulated assumptions and methods set forth in subparagraphs C, D, E and F, below, the sum of PMVA plus PVFC is less than the sum of PVFB plus PVFE, then the bargaining parties shall amend the Plan, effective January 1, 2007, to decrease the benefit accrual rate set forth in Sections 2.02(a), 2.02(b) and 2.09(d)(ii) of the Plan with respect to Future Service earned after December 31, 2006 from 0.65% to such benefit accrual rate which, if applied to all Future Service earned after December 31, 2006, would result in a decrease in PVFB such that the sum of PMVA plus PVFC would equal the sum of PVFB plus PVFE. Such benefit accrual rate shall be rounded to the nearest .01%. However, in no event will such benefit accrual rate be less than 0.00%.

**C. Projected Market Value of Assets at 12/31/2006**

The projected market value of assets at 12/31/2006 shall be determined to be equal to (1) + (2) - (3) + (4) - (5) - (6) + (7) where items (1) through (7) equal the following:

- (1) The market value of assets as of June 30, 2006, as reported by the Plan's asset custodian (including accrued interest and dividends, and adjusted for amounts due from or to brokers for sale or purchase of investments);
- (2) The amount of cumulative Employer contributions due and payable to the Plan based on the 5.50% negotiated contribution rate for the period between January 1, 2004 and June 30, 2006 less the cumulative amount of contributions actually received by the Plan as of June 30, 2006 with respect to Plan Years beginning on and after January 1, 2004;
- (3) The Plan's estimated accounts payable and accrued expenses as of June 30, 2006;
- (4) Estimated Employer contributions due and payable to the Plan based on the 5.50% negotiated contribution rate for the period between July 1, 2006 and December 31, 2006 (which shall be deemed to equal such estimated amount due and payable for the period between January 1, 2006 and June 30, 2006);

- (5) Estimated administrative expenses to be incurred by the Plan for the period July 1, 2006 to December 31, 2006 (which shall be deemed to equal the annual average of such incurred administrative expenses for the years 2002 through 2005, inclusive, less the estimated amount of administrative expenses actually incurred between January 1, 2006 and June 30, 2006);
- (6) Estimated benefit payments for the period July 1, 2006 to December 31, 2006 (which shall be deemed to equal the amount of benefit payments for the period January 1, 2006 through June 30, 2006 as reported by the Plan's asset custodian);
- (7) Estimated expected investment return for the period July 1, 2006 to December 31, 2006, which shall be deemed to equal the following:

$$.0375 \times \{ (1) + (2) - (3) + \frac{1}{2} \times (4) - \frac{1}{2} \times (5) - \frac{7}{12} \times (6) \}$$

**D. Projected Present Value of Future Contributions as of 12/31/2006**

The projected present value of future contributions as of 12/31/2006 shall be determined to be equal to  $1.075 \times .055 \times \{(1) - (2)\}$  where the "(1)" in the immediately preceding equation in this paragraph D equals the "actuarial present value of future salaries" as of January 1, 2006, determined based on participant data as of January 1, 2006 used or to be used by the Plan's actuary for purposes of his January 1, 2006 actuarial valuation. This amount shall be determined in accordance with the same actuarial assumptions set forth in the Plan's actuary's original report (dated September 12, 2002) on the Plan's actuarial valuation as of January 1, 2002 (the "September 12 Report"), and in the same manner as Exhibit III, item 5 on page 4-4 of the September 12 Report. The "(2)" in the immediately preceding equation in this subparagraph D equals "total salaries of participants below the last assumed retirement age" as of January 1, 2006 determined based on participant data as of January 1, 2006 used or to be used by the Plan's actuary for purposes of his January 1, 2006 actuarial valuation. This amount shall be determined in the same manner as Exhibit III, item 7 on page 4-4 of the September 12 Report.

E. Projected Present Value of Future Benefits as of 12/31/2006

The projected present value of future benefits as of 12/31/2006 shall be determined to be equal to  $1.075 \times (1) - 1.040625 \times (2)$  where the "(1)" in the immediately preceding equation in this subparagraph E equals the actuarial present value of future benefits as of January 1, 2006, determined based on participant data as of January 1, 2006 used or to be used by the Plan's actuary for purposes of his January 1, 2006 actuarial valuation. This amount shall be determined in accordance with the same actuarial assumptions set forth in the September 12 Report, and in the same manner as Exhibit III, item 1 on page 4-4 of the September 12 Report. The "(2)" in the immediately preceding equation in this subparagraph E, equals the estimated benefit payments for the year 2006. This amount shall be determined to be equal to two times subparagraph C, item (6), above.

F. Projected Present Value of Future Administrative Expenses as of 12/31/2006

The projected present value of future administrative expenses as of 12/31/2006 shall be determined to be equal to the present value as of December 31, 2006 of assumed administrative expenses for the years 2007 through 2046, inclusive, where

- (1) Assumed administrative expenses for the year 2007 shall be determined to be equal to the annual average of the administrative expenses incurred by the Plan for the years 2002 through 2005, inclusive;
- (2) Assumed administrative expenses are assumed to increase each year after 2007 at the rate of 3% per year;
- (3) Assumed administrative expenses for each year are assumed to be paid in the middle of each year; and
- (4) The present value as of 12/31/2006 is to be determined using an assumed discount rate of 7.50% per year compounded annually.

It is conclusively agreed by the parties that the application of the assumptions set forth in this subparagraph III, F will yield the result that the projected present value of future administrative expenses as of

12/31/2006 shall be equal to 18.8629 multiplied by the annual average of the administrative expenses incurred by the Plan for the years 2002 through 2005, inclusive.

**G. Procedure**

On or before July 31, 2006, the Plan's actuary shall deliver to the parties a written report providing the amount of increase or decrease in the pension formula per subparagraph A or B, above, and detailing all items affecting the determination of said increase or decrease. For purposes of making this determination, the Plan's actuary shall rely on the Plan's asset custodian to provide the value of the Plan's investments per subparagraph C (1), above, and the amount of benefit payments per subparagraph C (6), above, and the Plan's actuary shall rely on the Plan's auditor to provide estimates of the amounts per subparagraphs C (2), (3), (4) and (5), above. No later than April 30, 2006 (or as soon as practicable thereafter), the Plan will provide the Plan's actuary with participant census data necessary for the Plan's actuary to complete its report. Copies of such data will contemporaneously be provided to the Company's designated actuary and the Union's designated actuary. When the Plan's actuary has compiled the data provided by the Plan into actuarial data for use in the valuations, the Plan's actuary shall provide copies to the Company's designated actuary and the Union's designated actuary. For any matter with respect to which the Plan's actuary is to rely on data provided by the Plan's asset custodian under this paragraph III, to the extent that such custodian is unable or unwilling to provide the necessary data, the Plan's actuary may rely on estimates of such data from the Plan's independent auditor.

As soon as practicable after the receipt of the report from the Plan's actuary, the parties shall adopt a resolution amending the Plan to conform to such report, and shall forthwith take all steps necessary to require their respective Trustees to implement all administrative actions required by such amendment(s) on a timely basis. In the event of a decrease in the benefit accrual rate in accordance with subparagraph B above, such administrative actions shall include, without limitation, the distribution of a timely notice required under Section 204(h) of ERISA and Section 4980F of the Internal Revenue Code to permit a January 1, 2007 effective date.

Sideletter GQ Cont'd

IV. Dispute Resolution Procedure for Paragraph III (Calculating Mandatory Adjustment to Pension Formula).

In the event of any dispute arising out of the determination of a mandatory adjustment to the pension formula as provided in paragraph III above, including without limitation, any dispute over data or assumptions underlying such calculations, the following dispute resolution procedure shall apply.

A. Objections to the Plan's Actuary's Report

Within thirty (30) days following the parties' receipt of the Plan actuary's report in III.G. above, either the Company or the Union may object to the Plan's actuary's report by providing the other party with written objections to the report including, where appropriate, an actuarial analysis supporting the objections.

B. Acceptance of or Response to Objections

Within thirty (30) days following receipt of the objections provided in subparagraph A., above, the party receiving objections shall either accept the objections or provide a written response thereto, with, where appropriate, actuarial analysis. Failure to provide such written response within the thirty (30) days after receipt of the initial objections to the Plan's actuary's report shall be deemed final acceptance of the objecting party's position.

C. Cooperation of Plan's Actuary

The Plan's actuary shall cooperate fully with both parties in providing information as reasonably needed for each party to prepare objections or to respond to objections provided by the other party. To the extent permitted by law, the costs of the Plan's actuary to provide such information shall be the Plan's obligation.

D. Arbitration

- (1) If the parties do not resolve any objections by mutual agreement, then either party may commence an arbitration under Section 20.6 of the NABET-CWA ABC Master Agreement 1997-2003 (or any successor thereto) (the "Master Agreement") by written notice to the other party. The arbitration shall proceed in the manner provided for a

grievance involving more than one (1) office of the Company. The arbitration shall commence no later than October 10, 2006 or as soon thereafter as the Impartial Umpire is available. The Impartial Umpire for purposes of this Dispute Resolution Procedure shall be a Neutral Actuary selected by the mutual agreement of an actuary designated by the Company and an actuary designated by the Union, who shall serve as duly designated Impartial Umpire under the Master Agreement. If there is no agreement on a Neutral Actuary, then the Impartial Umpire under Section 20.6 of the Master Agreement for grievances involving more than one office shall hear the dispute.

- (2) The issue before the Impartial Umpire shall be whether the amount of increase or decrease in the pension formula, if any, set forth in the written report provided by the Plan's actuary in sub-paragraph III G, above, complies with the Mandatory Adjustment set forth in paragraph III and what the benefit accrual rates should be. In making such determination the Impartial Umpire must elect in his or her Decision and Award to adopt the benefit accrual rates: (a). as proposed by the Plan's Actuary in the report provided in III. G. above, (b). as proposed by the Company pursuant to IV. A or B, above; or (c). as proposed by the Union pursuant to IV. A or B, above. In making this determination, the Impartial Umpire shall be governed by the formula and actuarial assumptions regarding assets, contributions, benefits and expenses as set forth in III, above and shall have no authority to modify or amend such formula and assumptions.
- (3) Except as otherwise provided in this paragraph IV, the provisions of Sections 20.6 (as that section applies to Impartial Umpires involving more than one (1) office of the Company), 20.8, 20.9, 20.11 and 20.12 of the Master Agreement shall apply. Each party shall have the right, at its own expense, to provide such expert testimony as it deems necessary. The parties agree to proceed expeditiously and to make good faith effort to conclude the arbitration on or before October 31, 2006. All time periods within this paragraph IV shall be deemed to be "of the essence" and mandatory and may not be extended by the Impartial Umpire but only by written agreement of the parties.



- (4) *If any dispute arising under this paragraph IV is not finally resolved as of November 1, 2006 (including the resolution of court challenges, if any), the benefit accrual rate set forth in Sections 2.02 (a), 2.02 (b) and 2.09 (d) (ii) of the Plan solely with respect to Future Service earned between January 1, 2004 and December 31, 2006 will remain on an interim basis unchanged from the benefit accrual rate established for Future Service on or after January 1, 2004 by Sections 2, 3, and 4, of the Plan amendment referenced in paragraph II, above. Further, the Plan shall be amended to provide that such benefit accrual rate with respect to Future Service on and after January 1, 2007, on an interim basis, shall be the lower of: (i) the benefit accrual rate as proposed by the Plan actuary's written report in paragraph III, C. above, or (ii) the lower of the benefit accrual rate proposed by either party in its objections or responses to objections provided in paragraph IV A or B, above; provided that the benefit accrual rate for Future Service after December 31, 2006 shall not exceed 0.65%.*
- (5) *The interim benefit accrual rates shall remain in effect until a Decision and Award of the Impartial Umpire has become final, including the resolution of court challenges, if any, to the Decision and Award. The benefit accrual rates in the Decision and Award shall supersede the interim benefit accrual rates, effective January 1, 2004, provided, however, that, if it is finally determined as defined in the first sentence of this subparagraph (5) that the benefit accrual rates should be increased from the benefit accrual rates established for Future Service on or after January 1, 2004 by Sections 2, 3, and 4, of the Plan amendment referenced in paragraph II, above, the increase shall be given retroactive effect only with respect to service earned between January 1, 2004 and December 31, 2006 in accordance with the terms of the Plan and shall apply to only active participants in the Plan who are active employees of the Company (or employees of the Company treated as though they are in active employment under Section 5.03(a) or (b) of the Plan) as of December 31, 2006. In the event of a Decision and Award providing for such an increase in the benefit accrual rates, the benefit accrual rates shall in any event snap back, with respect to Future Service earned on or after January 1, 2007, to the benefit accrual rates established for Future*

Service on or after January 1, 2004 by Sections 2, 3, and 4, of the Plan amendment referenced in paragraph II, above.

**E. Expeditious Cooperation of the Parties to Adjust Rates**

Where any changes in benefit accrual rates are provided for in this paragraph IV Dispute Resolution Procedure, including interim benefit accrual changes, the Parties shall amend the Plan forthwith to implement such changes without delay. Further, the parties shall forthwith take all steps necessary to require their respective Trustees to implement such changes as promptly as legally permitted. The Trustees actions to implement such interim benefit accrual rate shall include, without limitation, the distribution of timely notice required under Section 204 (h) of ERISA.

**Sideletter GR**

Committee on 8.6(c) and A8.2(c)

The parties agree to convene a committee consisting of three (3) Union representatives and three (3) Company representatives to meet periodically at each office of the Company to discuss the application of the phrase "extended or special news coverage" as provided in Section 8.6(c) and the meaning of "opportunity to eat" and "breaking, extended or special news coverage" under Section A8.2(c). It is the intent of the parties to give reasonable interpretation to these changes agreed to in the negotiations for the successor to the 1997-2003 Master Agreement, which interpretations may vary among the various offices. It is further agreed that reasonableness will depend upon all the facts and circumstances of a given situation and the reasonable business needs of each operation. It is understood that at the Washington News Bureau "breaking, extended or special news coverage" shall not be deemed to include routine stand-by or drills.

**Sideletter GS**

Section 529 College Savings Plan

In the context of reaching a final agreement in our 2003-2007 ABC-NABET-CWA Master Agreement negotiations, staff and Daily Hire employees may contribute to one of three Section 529 College Savings Plans through payroll deductions, consistent with Sideletter EF, V(4).

(See Sideletter EF)

**Sideletter GT**

**Sideletter GT**

**1997-2003 Master Agreement Terms**

1. For the following enumerated provisions, the applicable provisions of the 1997-2003 NABET Master Agreement were effective during the period specified:

<u>Provision</u>	<u>Effective Period</u>
<b>General Articles:</b>	
10.1	April 1, 2003 – September 26, 2003
19.1	April 1, 2003 – December 24, 2003
<b>R. Publicists Agreement – New York:</b>	
R10.1	April 1, 2003 – December 24, 2003
<b>Sideletter:</b>	
EN II	April 1, 2003 – September 26, 2003
EN III	April 1, 2003 – December 24, 2003

2. **Wage Rates April 1, 2003 - August 8, 2003**

The minimum weekly, hourly or daily wage scales for each unit and classification, applicable for the period April 1, 2003-August 8, 2003 are the rates that were in effect as of March 31, 2003 from the 1997-2003 Master Agreement. The additional payments for retroactivity pursuant to the March 21, 2003 Extension Agreement are specified in Section 30.1.

**Sideletter GU**

**Statement of Interpretation Article XII Upgrading**

The deletion of references to "Article XII - UPGRADING" and the upgrading charts for Television and Radio which were contained within the Statement of Interpretation of the 1997-2003 NABET-CWA/ABC Master Agreement shall not in any way diminish or expand any rights enjoyed by either the Company or the Union

if such language and charts had not been deleted, and further, such deletion shall be deemed to have no substantive effect whatsoever with respect to the rights or positions of either party under the Master Agreement.

# INDEX

## A

ABC-NABET Retirement Plan .....	69, 240, 243, 334-51
ABSAT .....	275, 326, 328
Accidental Death and Dismemberment Insurance .....	43, 293
Accommodations .....	15-16, 44, 46
Affiliate .....	11, 13, 16, 76, 88, 95, 96, 97, 228, 270-71
AFTRA Rates .....	71, 316-17
Air Credits .....	118, 150, 176, 223
Applicants – Referral to Union .....	6
Arbitration .....	22-24, 38, 41, 51, 58-64
Armed Forces .....	33
Assignments, Change In .....	21, 202
Assignments, Excessive .....	22-23, 266
Assignments, Issuance of Work .....	107
Audio-visual Loggers .....	102
AVID Editors .....	308

## B

Bargaining Unit .....	1, 10, 35, 41, 98-101, 158, 171, 186
.....	198, 200-01, 205, 211, 238, 267, 284
.....	289, 312, 318, 338
Benefit, Changes .....	69, 293-95, 336, 342
Blimp .....	293
Breaking, Extended or Special News Coverage .....	20, 113, 116, 159, 172, 275
.....	315, 326, 351
Briefs .....	64
Brittain/Hering Award .....	306
Building Maintenance – Los Angeles .....	178-79, 184, 290
Buyouts .....	311-12

## C

Call-back .....	18
Call Screeners .....	198, 200-02, 204, 255, 276
Checking Schedules .....	323
Chicago Agreements, Prior .....	238
Claims by Other Unions .....	14
College Savings Plan .....	351
“Combo” (Radio) .....	246
Committee, Grievance .....	3, 58-60, 245
Committee on 8.6(c) and A8.2(c) .....	351
Committee, Safety .....	65, 272-73

Computers .....	80, 82-3, 95, 135, 213, 217, 269, 270
.....	278-80, 286-87, 305, 308, 321, 332
Coordinator, Traffic .....	127-29, 133, 262-63, 274-76
.....	311, 325-28, 334
Cueing Devices .....	210

## D

Daily Hires .....	94, 120, 131-32, 148-49, 161, 163
.....	174-76, 182-83, 186-88
Daily Hire - Benefits .....	285
Daily Hire - Life Insurance .....	38, 66, 122-23, 132, 149, 162
.....	175, 183, 187, 293
Daily Hire - Savings and Retirement Trust .....	312-13
Daily Hire - Travel Only Day .....	39, 123
Daily Hire - Vacation Pay .....	5, 52-53, 56, 121, 123, 131, 146
.....	149, 155, 158-59, 162, 168, 171-72
.....	175, 183, 187, 192, 218, 241, 258, 322
Day Off - Out of Town .....	143, 155, 168
Day Off - Extra .....	50-51, 210
Dental Plan .....	38, 76
Dependent Care Spending Accounts Program .....	68, 293
Desk Assistants .....	135-38, 147, 160, 173, 266-67
DGA .....	213, 322
Digital Cameras .....	281-83
Direct Deposit .....	328
Discharges .....	39-40
Discrimination .....	2
DK or CX Equipment .....	314, 319
Dues Deduction Form .....	8-9
Duties .....	9-10, 17, 36, 45-46, 99, 111, 115
.....	127-29, 135-37, 140-42, 145-47
.....	150-54, 159-60, 165-67, 172-73
.....	178-79, 185, 194-95, 199-02, 205-09
.....	211, 213-14, 222, 228, 230-31
.....	238, 242, 248, 258-59, 262

## E

Editorial Standards .....	267
Effect of "A" Unit Rate Compression .....	330
ELAP .....	239-44
Electronic Character .....	79, 81-82, 103, 124, 269
Electronic Newsroom (Sideletter CX) .....	268-70
Employee, Regular .....	4-5, 7, 26, 30-33, 37, 42, 68-69
.....	73, 103, 118, 133-34, 136-37, 196
.....	201, 215, 219, 221, 261, 300, 302

.....	306, 323, 331
Employee, Temporary .....	7, 31, 201, 241
Employee, Vacation Relief .....	4-5, 7, 31, 53, 54, 190, 193, 218-21, 256, 262, 311
Employment	
General .....	1
Company-wide Opportunities, Engineering .....	118, 134
Entertainment Industry Flex Plan .....	313
Equipment, Excessive in Weight .....	117, 139
Excessive Assignments .....	22
Exclusive Assignments .....	141
Expense Allowance, Meals .....	14
Extended Leave of Absence Program .....	239-44
Extended Vacation Relief (Stipulation 19) .....	217-21

## F

Family and Medical Leave Act .....	319
Fees	
News – San Francisco .....	143-44, 146-47
News – Chicago .....	156, 158, 160
News – Los Angeles .....	168-69, 171, 173
On Vacation .....	115, 146, 147, 155, 159-60, 168
.....	172, 174, 184, 258
Field Utility .....	121, 124, 331
Flex Plan, 401 (k) Plan .....	313-14
Four-Day Workweek .....	284-85
Freehand Display Devices .....	81-82

## G

Gather News or Transmit News Material .....	95, 281
Gardeners/Painters – Los Angeles .....	178-81, 184, 289-90
Gender .....	1
General Articles .....	1, 2, 198, 241, 243, 261, 268, 278
.....	292-93, 299, 306, 315, 321, 323
.....	326-27, 352
Grievances .....	1, 58, 61-63, 72, 245, 262, 272
.....	329, 332, 349
Grievance Abandoned .....	62
Grievance Committee .....	3, 59, 60, 245
Grievance Meeting .....	59, 60-62, 245, 272
Grievance Withdrawals .....	62-63, 332

## H

Hand-held Cameras .....	20, 84-85, 88, 94, 103, 115, 125, 163, 176, 296
Health Care and Dependant Care Spending Account Plans .....	68, 293

Helicopter.....	67, 293
Holidays – General.....	17, 49, 54, 189, 196, 204
Holidays – Pay.....	5, 31, 56, 192, 209-10, 241
Holidays – Payback Days.....	5, 209-10, 241
Home Office.....	46, 123
Host Broadcaster Sideletter (Sideletter DA).....	271
Hotel.....	15, 44, 46, 89, 123
Hours – General.....	17

## I

Impartial Umpire.....	60, 306, 319, 325, 329-30, 349-50
Individual Contract.....	140-42, 152-54, 165-67, 314-15, 320
In-hire rate.....	103-05, 331
Inspection.....	60, 315, 320
Insurance	
Accidental Death and Dismemberment.....	67, 233
Car.....	48
Dental Expense.....	79, 293
Employees Covered.....	66
Life.....	66
Medical.....	67
Notice of Changes.....	67
Retirees.....	67, 293, 309
Issuance of Work Assignment.....	107, 184

## J

Job Openings.....	4, 33
Joint Study Committee.....	232
Jury Duty.....	215-16, 225

## K

KABC-TV, New Facility.....	306
KABC-TV Transmitter.....	306
KGO-TV Transmitter.....	117
KGO-TV/KGO-Radio Conditions.....	299

## L

Layoffs.....	25-30, 90-91, 133, 196, 216, 274, 291
Lead Persons.....	182, 184
Leave of Absence	
Bereavement.....	38
Civic or Educational.....	38
Family Illness.....	38
Illness.....	36



Maternity Leave.....	37
Ninety Days or Less.....	38
Participation in Company Benefits.....	38
Union Activity.....	37
Legal Effects.....	317
Licenses and Certificates.....	209
Life Insurance Plan.....	66, 122, 132, 149, 162, 175, 183
Lighting.....	85-97, 106-07, 215, 234-35, 196
Local Officers Assignment.....	2
Local Quarterly Meetings.....	72
Lockout.....	9
Loggers.....	102
Long Term Disability Income Plan.....	68, 293
Long Tours.....	18, 299
Los Angeles and San Francisco 8.10(c).....	329

## M

Major Repair.....	178-79, 272, 296, 323, 333
Management – Engineering Supervisors.....	297
Management – Writing.....	140, 152, 165
Master Agreement Terms, 1997-2003.....	69, 77, 105, 127, 143, 148, 168, 174, 250-53
.....	302, 309, 318-19, 322, 329-30, 333, 336-37
.....	342, 348, 351-52
Materials, Use of	
News – Chicago.....	164
News – Los Angeles.....	177
Maternity.....	37
Meal Expense Allowance.....	14, 112-16, 121, 164, 188, 196-97
.....	204, 212-13, 250, 260, 299
Meal Periods.....	17, 24, 36, 44-45
Engineering.....	112-16
Engineering – News Field Assignments.....	115-16
General.....	24
Last Hour Lunches – New York.....	210
News – Chicago.....	164
Medical Plan or Benefits.....	38, 67-68, 294
Meetings	
Grievance.....	59-62, 245, 272
Local Quarterly Meetings.....	72
Semi-annual Meetings.....	272
Microphone.....	12, 99, 102, 246, 279, 282, 296
Microphone and Other Audio Devices.....	296
Microwave Receive Site Maintenance.....	318
Mileage.....	16
Motion Picture Film.....	95, 101
Mount Wilson.....	117

## N

NABET-CWA 401(k) Plan - (Daily Hires).....	313
NABET-CWA Seat.....	13, 222
Network Distribution operation.....	327
New Devices.....	98
New Hire, Referral to Union.....	6
New Technical Equipment.....	100, 329
New Technology and Consolidation.....	325
News Acquisition operation.....	325
News Assignment Managers.....	313
News Assignments, Undercover.....	281
News Gathering	
News Bureaus.....	85
News Inserts.....	239
Lighting.....	89
Tape Editing.....	223
<i>NewsOne</i> (Sideletter CZ).....	270
News Producers.....	277, 315
New York "Library" Agreement.....	280
Night Shift Differential.....	24, 207, 300
No Access.....	14, 98
Non-Covered Businesses.....	305
Non-Union Recordings.....	14
No Strikes or Lockouts.....	9
Notice, Union Dues Delinquent.....	4

## O

"O" Unit Daily Hires.....	334
Office, Home.....	46, 123
Office Cassettes.....	101
Offices of the Company.....	30
On-camera-Appearances.....	70, 316
One person crew.....	333
Opportunity To Eat.....	45, 113, 115, 351
Out of Town Travel.....	143, 155, 168
Outside Crews and Facilities Rental.....	283
Outside Post-Production - Los Angeles.....	305
Outside-Produced Programs.....	11, 96, 271, 276, 298
Outside Vendors.....	100
Overseas Assignments.....	94, 150, 163, 176
Overtime.....	19
Overtime and Penalties.....	19
Overtime Cancellation.....	19

## P

"P" Unit .....	306, 323
Painters/Gardeners – Los Angeles .....	289
Parkervision .....	213, 287, 321-23
Payback Days .....	5, 31, 50, 225, 241
Payroll Deduction .....	314, 351
Payroll Deduction of Dues .....	8-9
Pay Periods .....	77
Penalties .....	17
Per Diem (Travel) .....	14
Personal Services Agreement .....	314
Physician .....	73, 319
Picket Line .....	10
Pickups .....	298
Poindexter Award .....	284
Pool Assignments, Lighting .....	86, 320
Pool Pickups .....	11, 98
Pre-Auditions .....	292
Pre-Call .....	20
Preamble .....	305, 318
Presence of Employee Not Required .....	16, 98, 239
Prior Discussion (New Technical Equipment) .....	100
Probationary .....	5
Process Control Computers .....	82-83, 217
Producer Fees .....	146, 159, 172, 259
Production Control Automation .....	321
Program Origination .....	10, 128, 228, 271
Promo Review .....	305
Publicists, New York – Layoffs .....	189, 291
Publicists, New York – Special Payment .....	291

## Q

## R

Radio Network or Syndicated Programs- KABC-AM, KLOS-FM, WABC-AM .....	330
Radius .....	
Television .....	11, 88
Video Tape .....	88
Washington Origination Agreement .....	228
Rate Compression .....	330
Recognition and Warranty .....	2
Recorded Material, Origin of .....	13
Regis Promo Settlement .....	318
Regular Workday .....	114, 189
Regular Workweek .....	200

Rehires .....	25, 32
Remote Cameras, Fixed .....	293
Repair and/or Calibration of Equipment .....	325
Rest Periods .....	116
Retiree Medical Benefits .....	68, 309
Retirement Program, Company Contributions .....	69
Retirement Program, Notice to Covered Employees .....	70
Retrofit .....	283
Revision of Contract Provisions .....	23
Rotating Watch, New York TV Master Control .....	210, 327

## S

Safety Committee .....	65
Sale, Merger or Consolidation .....	318
San Francisco Conditions .....	299
Satellite or Microwave Transmission .....	292
Satellite Trucks, Meal Scheduling .....	317
Schedule	
Daily Changes .....	20
General .....	17
Publicists, New York .....	188
Posting, Weekly .....	17, 21
Scripts and Program Ideas .....	150, 164, 177
Section A2.2(e)9 Network and Local Station Newsgathering .....	329
Section 529 College Savings Plan .....	351
Segment and Specialty News Producers – Chicago and Los Angeles .....	324
Segment and Specialty News Producers – San Francisco .....	324
Seniority	
General .....	25
Traffic and Communication .....	133
Plant Maintenance, Los Angeles .....	184
Publicists, New York .....	189
Vacation Relief .....	7
Unit .....	26
Total Company .....	26
Pay .....	30
Severance Pay	
Discharges .....	40
General .....	42, 216, 226
Special Severance .....	226
Separate Periods of Service .....	7
Setup/Knockdown .....	298
Shop Steward Transfer .....	2, 286
Short Term Disability Leave .....	74, 319
Sick and Disability Leave .....	319
Sick Leave Policy .....	73

Sideletter GD Wage Rates .....	334
Sideletters.....	222
Signature Pages.....	206, 208, 221
<i>SIGNATURE</i> Plan .....	67, 76
SNG Assignment – Scheduling Meals .....	317
Sound Effects – Chicago and Los Angeles .....	108
Special Severance .....	226
Spending Account Plan.....	68, 293
Sports Production.....	272
Statement of Interpretation Article XII Upgrading .....	352
Steward/Officers List.....	2
Stewards/Officers – WABC-TV .....	286
Stipulation of Agreement.....	209
Stipulations and Sideletters Update.....	226
Stipulation 19.....	69
Strip Shows, Affiliate Origination.....	16
Subcontracting .....	298
Supervisory Duties – Unit “F” .....	145
Suspensions.....	41, 225
Sutro Tower .....	328

## T

Talent Recording.....	298
Talent/Telephone Coordinators – New York .....	198
Technical Director.....	106, 210, 235
Technical Director – New York Upgrades .....	309
Technical Director – Upgrades on Vacation .....	225
Technical Director – Working Rules .....	210, 235
Technical Equipment .....	78
Technical Equipment, Maintenance.....	100
Technical Equipment, New.....	98, 100
Technical Equipment, Repair.....	100
Technical Lighting .....	85, 107
Technician A (SF).....	304
Technician B (SF).....	304
Teleconferencing .....	280
Telephone .....	6, 12, 14, 21-22, 97, 119, 135, 147
.....	153, 160, 166, 173, 194, 258-59, 279
Telephone Call – Past Midnight .....	21
Temporary Employee .....	7, 30-31, 137, 201, 203, 241, 261
.....	266, 294, 331
Temporary Upgrading.....	36
Term of Agreement.....	77
Third Party Producer .....	141, 215
Timekeeping Devices.....	292
Tours, Continuous .....	18

Tours – Local President and Vice President .....	3
Tours, Long .....	18
Traffic and Communications Vacation Letter .....	232
Traffic Coordinator .....	127
Training .....	36, 205, 306
Training Rate .....	331
Transfer of Work .....	10
Transfers .....	31, 34
Transfers, Interoffice .....	31, 34
Transfer, Transmitter to Studio .....	47, 111
Transmitter .....	320
Transmitter Engineer Supervisor .....	332
Transmitter Maintenance, By Supervisors .....	297
Transmitter, Manning of .....	110
Transmitter, Site, Subcontracting .....	306
Transmitters .....	110, 320
Transportation .....	139
Transportation for Employees .....	133, 139, 191
Travel, General .....	43, 190, 220
Turnaround .....	18
Tuition Contribution .....	76
Two person ENG crew .....	333

## U

Union Shop .....	6
Upgrades .....	309, 319
Upgrading	
General .....	36
New York Technical Directors .....	309
Temporary .....	36, 225

## V

Vacancies, Notice of .....	4
Vacations .....	52
Outside Period .....	54
Period .....	54
Period Posting .....	54
Recall .....	55
Relief Employee .....	7, 54
Return Date .....	21
Single Days .....	57
Splitting .....	55
Unpaid Leave .....	56
Year-round (Section 19.10) .....	54
Vendor Employees .....	296

Video Tape .....	16, 84, 89, 94-97, 101, 105, 126
Agreements .....	222-23
Editors .....	89, 237
Jurisdiction .....	95
Voluntary Separation Program .....	311-12

## W

WABC-TV Two Person ENG Crew Rate .....	333
Wage Scales and Groups .....	103, 130, 136, 143, 155
.....	168, 180, 185, 195, 205
Warranty (Equipment) .....	99-100, 102
Wash Up Pay .....	323
Washington Engineering Agreement .....	227
Weekly Schedules .....	21, 202, 210
Weight, Equipment, Excessive .....	117, 139
Work Week Change .....	318
Work Schedule .....	
General .....	17
Changes .....	19
Overtime and Penalties .....	17, 188, 195, 202
Unreasonable Workload .....	23
Written Stipulations .....	226

## X Y Z